

**PORSCHE**

**EXPERIENCE**

# **Terms and Conditions**

**Porsche Experience**

# Terms and Conditions

## Porsche Experience

### A. Preamble

The Tour Operator and your contractual partner shall be exclusively SPORTTOTAL EVENT GmbH.

Thanks to an agreement with Dr. Ing. h.c. F.

Porsche AG (hereinafter referred to as Porsche),

SPORTTOTAL EVENT GmbH (hereinafter referred to

as SPORTTOTAL EVENT) is authorised to provide

certain services under the designations **Porsche**

**Experience, Porsche Travel Experience, Porsche**

**Track Experience, Porsche Ice Experience** and

**Porsche Adventure Experience.** Your registration

does **not** constitute a contractual relationship

between you and Porsche.

Dear Guest,

As a Tour Operator under the names of **Porsche**

**Experience, Porsche Travel Experience, Porsche**

**Track Experience, Porsche Ice Experience** and

**Porsche Adventure Experience,** SPORTTOTAL

EVENT provides the experience programmes and

driver safety training courses described on the

website. Please read these terms and conditions

carefully, as by making a booking you agree to

accept them. These will be sent to you or viewed

by you online before you make your booking. They

apply to all (travel) events offered by the **Porsche**

**Experience, Porsche Travel Experience, Porsche**

**Track Experience, Porsche Ice Experience** and

**Porsche Adventure Experience.** These terms and

conditions supplement section 651 a–y of the BGB

(German Civil Code) as well as articles 250 and

252 of the EGBGB (Introductory Act to the German

Civil Code). The driver safety training courses of

the **Porsche Track Experience** and **Porsche Ice**

**Experience** aim to help participants to improve

their driving skills and driving safety. This should

also help to increase safety in everyday road traffic

situations and generally reduce the number of

accidents on the road. The courses pursue the

following objectives:

- To improve vehicle control and response time

- To identify hazardous situations well in advance – also in relation to specific weather conditions

- To promote correct responses in hazardous situations

The courses are not aimed at achieving maximum

speeds, nor are they intended to encourage

competitive behaviour. To achieve these training

objectives, participants are divided into groups

of up to max. 12 participants of a similar level. A

maximum of 2 instructors supervise each group.

Participants of all **Porsche Experience** events

are solely responsible for their own conduct. Any

penalty notices will be forwarded from the Tour

Operator to the participant and the participant's

address will be disclosed to the authorities, should

this be required.

### B. General Part

#### 1. Conclusion of the agreement

1.1 With the registration, the participant offers

the Tour Operator the conclusion of a binding

contract. The contract becomes binding when

the declaration of acceptance issued by the Tour

Operator is received by the participant. Such a

declaration does not require a certain form. Upon

or immediately after the conclusion of the contract,

the Tour Operator then sends the participant a

written confirmation. This shall not be required if

the participant's booking has been made less than

7 working days before the start of the event.

1.2 The written confirmation which the

participant receives directly after concluding the

contract will contain all essential information on

the services booked by the participant.

1.3 If the content of the Tour Operator's

declaration of acceptance differs from the content

of the booking, this constitutes a new offer on

the part of the Tour Operator to which they are

bound for a period of 10 days. The contract comes

into effect on the basis of the new offer, if the

participant declares their acceptance to the Tour

Operator within this binding period by providing

clear consent, making a deposit or paying the

outstanding balance.

1.4 It should be noted that, in accordance

with section 312, subsection 7 and section 312g,

subsection 2, sentence 1, no. 9 of the BGB, in the

event of package travel contracts in accordance

with sections 615a and 651c of the BGB that

are concluded through distant selling (letter,

telephone, email, SMS, telemedia, online services),

there is no right of revocation. Insofar as the

requirements are fulfilled, the statutory rights of

withdrawal and cancellation apply. A

right to revocation shall however apply, if the travel

services contract is concluded off premises in

accordance with section 651a of the BGB, unless

the verbal negotiations on which the contract is

based are carried out through a prior order made

by the consumer; in this case, there is no right of

revocation.

1.5 The participant is answerable for their

obligations in respect of this contract as well as

for those of the people travelling with them for

whom they made the booking, insofar as they have

accepted these obligations by way of a clear and

separate declaration.

1.6 The participant must be at least 18 years

old on the day of the event and must produce a

valid driving licence at the venue. The participant

must inform the Tour Operator immediately if

they have been disqualified from driving or of any

limitations regarding their driving licence (such

as driving licence restrictions, temporary seizure

or confiscation of their driving licence or any legal

or official driving ban). Participation in the form of

'accompanied driving' from age 17 is not permitted.

Participants must also affirm that no driving ban

has been imposed on them by any authority.

1.6.1 The following driving licences are accepted:

- EU driving licences
- National driving licences in German or English
- National driving licences from non-EU countries not issued in English are only acceptable if accompanied by a certified German or English translation
- International driving licences only when presented together with a national driving licence

Please consult the relevant authority to find out

whether an international driving permit is required

for your event.

1.6.2 Participants shall not be entitled to

participate in the relevant **Porsche Experience**

event, if they have been officially banned from

driving or are unable to produce a valid driving

licence. In such cases, the participation price shall

not be reimbursed.

**2. Conclusion of the agreement in the case of**

**third-party participation**

2.1 Third parties (e.g. hotels, travel agencies

or transport companies) are not authorised by the

Tour Operator to make agreements, to provide

information or to make assurances which alter

the agreed content of the contract, go beyond the

contractually promised services offered by the Tour

Operator or contradict the event offer.

2.2 Local information and hotel brochures that

have not been issued by the Tour Operator are

not binding for the Tour Operator or their service

obligation, unless they have been expressly agreed

with the participant as part of the event offer or as

part of the service obligation of the Tour Operator.

2.3 Insofar as the participant only books an

additional service (e.g. green fees, admission ticket,

additional nights) from a third-party provider

without any other services, the Tour Operator is

only acting as an agent for the external service.

The purchase of mediated external services means

that the participant is entering into a contractual

arrangement with the respective provider. The

name of the provider in question is shown on the

vouchers issued to the participant.

### 3. Payment

3.1 The Tour Operator and travel agent may

only request or accept payments against the

participation price before the end of the event, if

the participant has been issued with an insolvency

insurance certificate (insolvency insurance cover

with Deutscher Reisepreis-Sicherungsverein VVaG

[DRS]). After conclusion of the contract, a deposit

of 25% of the total price will become due when

the insolvency insurance certificate is issued. The

balance must be paid 30 days before the start

of the event, insofar as the insolvency insurance

certificate is issued and it is certain that the event

will be performed as booked. In the case of short

notice bookings (within 7 days before the start of

the event), the full participation price is payable

immediately.

3.2 If the participant has not received the

event documents within 7 days before the start of

the event, at the latest, they should immediately

contact the Tour Operator. In the case of short

notice bookings made within seven days before the

start of the event, the participant will receive their

documents immediately after booking. Please refer

to clause 1.2. Participants should check their event

documents carefully upon receipt.

3.3 The amounts for the deposit and balance

and any applicable cancellation charge are shown

in the confirmation/invoice. The charges in the

event of a cancellation, change to booking or

handling fees as well as charges for individual event

arrangements are payable immediately.

3.4 Prices are stated in euros and are inclusive

of statutory VAT. The invoice amount is payable

without deductions. Payments by transfer to the

account of the Tour Operator can only be made in

euros. In the case of money transfers from foreign

countries, the participant shall bear the transfer

charges.

3.5 The participant may also pay for the event

by credit card. In this case, the credit card details

will be requested when booking. New customers

will only be invited to pay by credit card. With

regard to the expiry date of the credit card and the

dates on which it is debited, please refer to clause

3.1.

3.6 Participants may also make payment via

PayPal. When using the payment service provider

'PayPal', payments are processed by PayPal

(Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard

Royal, L-2449 Luxembourg in accordance with the

PayPal terms of use, which can be viewed online

at [www.paypal.com](http://www.paypal.com). This requires, among other

things, that the customer opens a PayPal account,

if they do not already have one.

3.7 If payments are not made or not made in

full by the agreed deadlines and if the participant

fails to make a payment even after a reminder with

payment deadline, the Tour Operator may cancel

the relevant contract except in the case where

a serious deficiency with the event has already

become apparent.

3.8 In the event of cancellation of the contract

in the context of the sentence above, the Tour

Operator may demand payment of cancellation

charges as compensation. The participant's right

to prove that substantially lower or no costs were

incurred remains unaffected.

3.9 Costs for additional services, such as

visa applications, etc. are not included in the

participation price, unless expressly itemised in the

service description. If such costs are incurred, they

will be invoiced separately.

#### 4. Services and prices

4.1 The contractually agreed services are found in the service descriptions (e.g. flyer, website) and in the details to be found in the written confirmation.

4.2 Before the contract is concluded, the Tour Operator may modify the service descriptions at any time. Naturally, the participant will be informed accordingly before making the booking.

4.3 Any changes to or deviations from individual services specified in the original contract that may become necessary after conclusion of the contract and are not due to actions on the part of the Tour Operator involving a breach of good faith are permissible only to the extent that they are of minor significance and do not impair the overall nature of the event booked. In the case of booked flights, flight times are as shown on the flight ticket.

4.4 Any warranty claims remain unaffected, especially insofar as the changed services are subject to deficiencies. The Tour Operator shall be obliged to inform the participant immediately concerning changes to or deviations from the services. If appropriate, the Tour Operator will offer the participant the opportunity of rebooking or cancelling the contract free of charge. If a changed flight also involves a change in the airport, any Rail & Fly ticket included in a participant's event documents is still valid.

4.5 In case of a retrospective change to the

participation price, the Tour Operator shall inform the participant immediately. Price increases within the last 20 days before the start of the event are not permitted. In the case of price increases of more than 5%, the participant is entitled to cancel the contract or to request transfer to another event that is at least equivalent to the event in question on the condition that the Tour Operator is able to offer such an event to the participant at no extra cost from their programme. The mutual rights and obligations referred to in this paragraph also apply in the case of a permitted change to a main service.

4.6 The participant shall assert his rights against the Tour Operator immediately after being notified by the Tour Operator about the price increase and/or change to the service.

4.7 In the case of extreme weather conditions, orders issued by the relevant authorities for safety or other material reasons or as the result of circumstances unforeseeable at the time of concluding the contract, the Tour Operator reserves the right to adapt the driving programme in line with circumstances (e.g. by changing the vehicle models, tyres or sections of the track used) to ensure the safety of participants. Such changes shall not affect the agreed participation fee, as long as they do not represent a significant change to the event booked.

#### 5. Safety precautions

5.1 Participants must follow the instructions given by SPORTTOTAL EVENT employees for the entire duration of any event. Seat belts must be worn at all times.

5.2 The use of mobile phones and smoking are not permitted while driving.

5.3 In the event of gross breaches of driving discipline, the event management shall be entitled to exclude the participant concerned from any further participation. In such cases, there shall be no reimbursement of the participation price.

5.4 The consumption of alcohol is strictly prohibited (blood alcohol level: 0.0 per cent) during all driving events, as is the taking of drugs or other intoxicating substances which may impair the participant's ability to drive. All participants undertake to ensure, through their behaviour before and during the event, that they comply with these requirements. The event management shall be entitled to exclude any participant strongly suspected of consuming alcohol or taking drugs or any other intoxicating substance from any further participation in the event. In such cases, there shall be no reimbursement of the participation price.

5.5 For safety reasons, it is not permitted to bring animals to the event.

5.6 Due to the international nature of the events and for safety reasons, so that participants can follow the instructions given by the tour guides/ instructors and safety personnel, the language of events shall be German and English. In the event of one of the participants only being able to speak and understand English, the event will be held entirely in English.

5.7 It should be noted that the events are of a

decidedly sporty nature and require participants to be both physically and mentally fit. If you have any concerns about whether you meet the requirements for your chosen event, please discuss this with the Tour Operator and your doctor before making a binding booking.

5.8 Before an event, all participants must attend a safety briefing and confirm this in writing. If the briefing is not attended, the Tour Operator shall be entitled to exclude the participants concerned from participation in any **Porsche Experience** event. In such cases, the participant shall not be entitled to a reimbursement of the participation price.

#### 6. Special requests

6.1 The Tour Operator may only accept the handling of special requests if these are declared to be non-binding. The Tour Operator will do their best to accommodate the request for special arrangements that are not included in the service description (e.g. adjacent rooms or rooms in a certain location).

6.2 In addition to the services described in the event programmes, the Tour Operator will be happy to cater to personal programme requests (à la carte services) as a separate service. This à la carte service refers to all event components that are not included in the regular service description.

6.3 If participants wish to stay longer at the event destination, they should contact the event management team or local representatives as soon as possible. We are happy to extend your stay if the relevant accommodation and return transport

options are available. The costs for extending stays are payable at the destination. Please pay close consideration to the applicable rates and conditions for your return transport as well as the period of validity of your travel insurances and any possible visa requirements.

6.4 For the events on offer, the participant will be looked after at the destination by the Tour Operator's project managers or event management. Please consult your event documents for details, addresses and phone numbers. In the event of complaints, please refer to the special notes under clause 16.

6.5 In the event that additional services are booked by the participant after the initial invoice or locally during the event, the Tour Operator reserves the right to create a new additional invoice and send it to the participant.

6.6 If flights are to be included:

6.6.1 In accordance with the EU regulation on informing passengers of the identity of the air carrier, the Tour Operator is obliged to inform the participant of the identity of the airline company performing any or all airline transport services to be rendered during the booked event at the time of booking. If the operating airline company has not yet been conclusively established at the time of booking, the Tour Operator shall be obliged to inform the participant about the airline company that will probably perform the flight. As soon as the Tour Operator has established which airline company will perform the flight, they shall inform the participant. In the event that the air carrier

disclosed to the participant changes, the Tour Operator must inform the participant accordingly. They must immediately take all appropriate steps to ensure that the participant is informed about the change as quickly as possible. A list of airline companies subject to an operating ban within the EU (community list) can be found at [www.lba.de](http://www.lba.de)

6.6.2 Flights will be with scheduled airlines. Participants will be carried in economy class; a transfer to First Class or Business Class is possible on payment of the appropriate supplement. Transportation is provided on the basis of the terms and conditions of transport of the respective transport provider. These can be furnished upon request. We strongly recommend that money, valuables, technical equipment and medication be carried exclusively in your hand luggage.

6.7 Changes to the services and costs when transport is included  
In the event of an increase in transport costs or duties levied for certain services, such as port or airport taxes, after conclusion of the contract, the Tour Operator reserves the right to change the agreed participation price as follows:

6.7.1 If any transport costs incurred, in particular, fuel costs, rise above the costs at the time of concluding the contract, the Tour Operator may increase the participation price according to the following calculation:

a) In the case of cost increases charged to the Tour Operator on a seat basis, the Tour Operator can charge the participant the relevant increase.  
b) In other cases, the additional transport costs

charged by the transport provider per means of transport are divided by the number of seats for the contractual means of transport. The Tour Operator can charge the participant the resultant increase per seat calculated in this manner.

6.7.2 If charges such as port or airport charges that the Tour Operator has to pay are increased above the costs at the time of concluding the contract, the participation price may be increased by the corresponding pro-rata amount.

6.7.3 Charging increased costs in accordance with the paragraphs mentioned above shall only be permitted, if the interval between the conclusion of the contract and the agreed event date is more than four months and the circumstances leading to the increase had not occurred nor could be foreseen by the Tour Operator prior to conclusion of the contract.

#### 7. Cancellation charges when flights and additional services are included

7.1 In the case of flight-only on scheduled flights per person, the flat-rate claim for cancellation charges amounts to EUR 50 for more than 30 days before departure; EUR 150 from the 30th day before departure. This provision only applies to cancellation of flight-only routes on scheduled flights and not to cancellation of combined events.

7.2 Insofar as there are specific event-related circumstances for which a special flight or charter flight is offered upon customer request, the Tour Operator is only acting as an agent. For flights,

please refer to the terms and conditions of the respective provider of charter flights or the relevant airline company. The Tour Operator points out that, in many cases, there may be a charge for rescheduling or cancelling flights, if possible at all.

7.3 In the case of additional services where the Tour Operator acts only as an agent, e.g. green fees, admission tickets, additional nights, the cancellation conditions of the respective service provider shall apply. The participant is advised of these when making the booking.

#### 8. Liability when flights are included

8.1 Transportation is provided on the basis of the terms and conditions of transport of the respective transport provider. These can be furnished upon request. The terms and conditions of the German railway company Deutsche Bahn AG as shown on the reverse side of the train ticket documents do not apply to the contract between the participant and SPORTTOTAL EVENT. The rights and obligations of the Tour Operator and the participant in accordance with German travel legislation and these comprehensive terms and conditions are not restricted by the terms and conditions of the relevant transport provider.

8.2 In line with the service description (cf. clause 4 under 'Special Part'), the event documents include Rail & Fly tickets from Deutsche Bahn AG and an additional 'Fahren & Fliegen' (Drive & Fly) leaflet from the Association of German Transport Companies.

8.3 Each participant is individually responsible

for arriving in good time at the departure airport, unless their late arrival is the result of a wilful or grossly negligent action on the part of the Tour Operator.

#### **9. Start of event/cancellation charges**

9.1 The participant may cancel the event at any time prior to travelling. The date of receipt by the Tour Operator (for the address, please refer to the end of these terms and conditions) of the notice of cancellation is definitive in this respect. Participants are required to submit notification of their cancellation in writing.

9.2 If the participant withdraws from the event or if he does not take part in the event, the Tour Operator shall not be entitled to the cost of participation. Instead, the Tour Operator can, unless responsibility for cancellation of or non-participation in the event lies with him, or this is a result of force majeure, request appropriate cancellation fees. These cancellation fees are to be based on the cost of participation, less the normal savings in expenditure and possible other uses of the services, taking into account the proximity of the point of cancellation to the contractually agreed event start date. The reasons for this must be provided by the Tour Operator at the participant's request.

9.3 Cancellation charges are also due if a participant does not appear punctually at the times specified in the event documents at the event location or if the participant cannot take part in the event due to the absence of the relevant event documents, such as valid passport or required

visa, for a reason for which the Tour Operator is not responsible.

9.4 The participant is entitled to provide proof that no or significantly lower costs were incurred in the context of the cancellation or no-show than the costs imposed by the Tour Operator when implementing the flat rates.

9.5 The Tour Operator reserves the right to request a higher concrete compensation, differing from the aforementioned flat rates specified under clauses C.I.5, C.II.7, C.III.4 and C.IV.5. In this event, the Tour Operator shall be obliged to specify and prove a concrete figure for the requested compensation, taking into account any saved expenditure and any possible alternative use of the service.

#### **10. Rebooking/change of person**

10.1 In the case of an event described in the event programme, up to the 31st day before the start of the event at the request of the participant, the Tour Operator shall, as far as is feasible, amend the confirmation (rebooking). Rebooking means, for instance, changes to the event date, destination, starting location, accommodation or transport. In the case of scheduled flights, as soon as the ticket has been issued, additional changes to the departure time are deemed to be a rebooking. Changes in line with the periods referred to above (e.g. for flight-based/standard charges from 30th day before start of event) as well as changes that take effect outside the period of validity of the service description (cf. clause 4) upon which the booking is made may only be made by cancelling

the contract under the provisions in clause 9 of the 'Special Part' of these terms and conditions and immediately rebooking. This also applies to flight-only travel on scheduled flights in the case of a change of carrier performed at the participant's request.

10.2 Until the start of the event, the participant may request that a third party be assigned their rights and obligations in accordance with the contract. In this case, the Tour Operator must be notified in writing immediately. The Tour Operator may object to the third party substituting the participant, if the third party does not satisfy the necessary event requirements or if statutory or official regulations or directives preclude their participation.

10.3 The registered participant and the substitute person are jointly and severally liable for paying the extra cost incurred through inclusion of the replacement person.

#### **11. Ordering/returning gift vouchers**

Vouchers may only be redeemed against services provided by the **Porsche Experience**. Vouchers cannot be redeemed against additional services, such as flights or any rebooking or cancellation fees. Vouchers may only be redeemed through the Tour Operator, SPORTTOTAL EVENT. Vouchers may be split and used for several bookings.

11.1 Vouchers and their redemption are subject to the laws of the Federal Republic of Germany. Vouchers shall be valid for a period of 3 years from the end of the year in which they are issued.

11.2 If a voucher for a given value that has already been issued is returned, a handling fee of 5% of the value of the voucher will be charged. Payment will only be made to the person who ordered the voucher. The participant is entitled to furnish proof that the costs were lower or indeed non-existent. The right to provide a substitute participant (cf. clause 10) remains unaffected by the above provisions.

#### **12. Insurance**

The participation price generally includes an insurance package from HanseMerkur Reiseversicherung AG covering travel cancellation and accident insurance and, in the case of a participation price of EUR 15,000 or more, also travel interruption insurance (holiday guarantee). The scope and coverage of the insurance is determined by the insurance documents presented. There is also an option to deselect the insurance package, although this will mean that no insurance cover is provided.

#### **13. Cancellation and termination by the Tour Operator**

13.1 The Tour Operator may terminate the contract without notice if the participant continues to disrupt the course of the event despite proper admonishment by the Tour Operator. This also applies if the conduct of the participant grossly violates the terms of the contract to such an extent that the immediate termination of the contract is justified. The Tour Operator reserves the right to retain the participation price paid for the event. The disruptive participant shall also bear any extra costs incurred for repatriation. However, the Tour

Operator must make due cost adjustment that takes into account the value of any expenditure saved, as well as such benefits generated by the components not made use of by the participant and put to other meaningful use or any refunds received from service providers.

13.2 The Tour Operator may cancel the event contract up to 5 weeks (receipt by the participant) before the start of the event, should the minimum number of participants specified in the relevant service description and in the written confirmation not be reached. The Tour Operator shall, of course, notify the participant as soon as it becomes apparent that the minimum number of participants will not be reached. The notice of cancellation will be delivered to the participant immediately. The participant shall be immediately refunded the participation price paid.

13.3 The Tour Operator may terminate the contract before the start of the event, if he is prevented from fulfilling the contract on the grounds of unavoidable and exceptional circumstances. In this case, he must declare the termination immediately upon being informed of the grounds for termination. If the Tour Operator withdraws from the contract, he shall lose the right to claim the participation price.

13.4 You will find travel advisories from the German Foreign Office on the internet at [www.auswaertiges-amt.de/en](http://www.auswaertiges-amt.de/en) or by calling +49 30 5000-2000.

#### **14. Redress/price reduction/termination**

14.1 If a service is not fulfilled or not fulfilled according to the contract, the participant shall be entitled to demand redress. The Tour Operator can refuse to provide redress, if this is impossible or would involve unreasonable expenditure.

14.2 The participant may request a reduction in the participation price, if services were not provided without any travel deficiencies or they did not culpably omit to notify the Tour Operator of the deficiency immediately. In deviation from section 651 j of the BGB, the limitation period for the rights resulting from the reduction in the participation price (section 651 m BGB) is 3 years. Section 199, subsection 1 of the BGB shall apply with respect to the start of the limitation period.

14.3 In the event that the Tour Operator is not able to redress the deficiency resulting from a culpable failure to provide notice of defects, the participant can claim neither a reduction in price in accordance with section 651 m of the BGB nor compensation in accordance with section 651 n of the BGB.

14.4 If an event is seriously impaired as a result of a deficiency and the Tour Operator does not provide redress within a reasonable period, the participant may terminate the contract in line with the statutory provisions – it is recommended that, in his own interest and for the purpose of securing evidence, the participant put the notice of termination in writing. A reasonable deadline for providing redress does not apply, if the Tour Operator refuses to provide redressor if the redress is required immediately. If the contract is

thus terminated, the participant shall be entitled to repatriation, provided this is included in the contract. In this case, they shall only owe the Tour Operator that part of the participation price which is allocated to the services they used or the full participation price less the services that were still to be provided to be able to terminate the event.

#### **15. Liability**

15.1 Participants take part in events organised by the **Porsche Experience** at their own risk. 15.2 If a deficiency exists, the participant is entitled, irrespective of a reduction in the participation price or termination, to claim damages, unless the deficiency was caused by the participant, or by a third-party who is neither the service provider nor involved in any other way in providing the services included in the event and which the Tour Operator was unable to prevent, or by unavoidable and exceptional circumstances. They may also claim damages for wasted holiday time if the event was ruined or seriously impaired.

15.3 Contractual claims for damages: the Tour Operator's contractual liability for damages other than personal injury is limited to three times the amount of the participation price, as far as the damage suffered by the participant was not caused by the Tour Operator wilfully or through gross negligence. The limitation of the liability to 3 times the participation price also applies to damage to the participant, other than personal injury, for which the Tour Operator's responsibility is solely due to the fault of a service provider.

15.4 Claims for damages based on tort: claims

for damages asserted against the Tour Operator for tort that are not due to wilful acts or acts of gross negligence are limited with respect to damage to property to the amount of three times the participation price. These maximum liability amounts apply per participant and event. Possible claims related to baggage in accordance with the Montreal Convention which might go beyond such an amount remain unaffected by this limitation.

15.5 The Tour Operator shall not be liable for interruptions to services, personal injury and property damage related to services for which they acted merely as agent and only mediated services rendered by an outside party (e.g. excursions, sports events, theatre visits, exhibitions, transportation services from and to the specified places of departure and destinations), if these services were explicitly designated in the event description and the booking confirmation as services rendered by an outside party so that they are discernible to the participant as not being part of the service rendered by the Tour Operator.

15.6 The Tour Operator is, however, liable for services which include the transportation of participants from the specified place of departure for the event to the specified destination, interim transport during the event and the accommodation during the event, if and insofar as the damage suffered by the participant was causally due to the Tour Operator breaching their obligations to inform, advise and organise.

15.7 The participant is solely responsible for his participation in sports and other leisure activities.

The participant should inspect the sports facilities, equipment and vehicles before using them. The Tour Operator will only be liable for accidents that occur in the course of sports and other leisure activities, if caused by him.

#### 16. Duty of cooperation/complaints

16.1 In the event of disruptions to services, each participant shall be obliged to cooperate in avoiding or minimising possible damage within the framework of the statutory provisions.

16.2 While complaining to the service provider might often be helpful, it does, however, not release the participant from their duty to make a complaint to the Tour Operator. The participant will find the necessary telephone and fax numbers as well as email addresses in their event documents or in the service descriptions. In the event of damage to or delays in the delivery of baggage or goods after a flight, the Tour Operator recommends that the participant immediately notifies the respective air carrier at the airport by completing and submitting the Passenger Irregularity Report (PIR) within 7 days after discovering the damage in case of travel baggage, within 14 days after the acceptance in case of goods, or, in case of a delay, 21 days after the baggage or the goods were provided to the participant, at the latest. As a rule, airlines refuse to pay compensation if the PIR was not completed and submitted. In addition, the loss of, damage to or faulty transport of baggage should be notified to the event management.

16.3 Event managers are not authorised to recognise claims of any kind. The limitation period

for claims for damages made by the participant based on section 651 n, subsection 1 of the BGB, with the exception of claims for wasted holiday time, in deviation from section 651 j of the BGB, shall be 3 years. Section 199, subsection 1 of the BGB shall apply with respect to the start of the limitation period. Any statutory claims for compensation by the Tour Operator due to a change or deterioration in the items used by the customer as part of the tour shall become invalid 6 months after the end of the event.

#### 17. Passport, visa, customs, foreign currency and health requirements

17.1 The Tour Operator shall inform participants about the general requirements of the passport and visa regulations in the country of destination prior to the conclusion of the contract as well as any changes before travel.

17.2 The participant is responsible for the acquisition and keeping of all officially required travel documentation, any vaccinations that may be required, as well as observing customs and foreign exchange regulations. Penalties arising from non-compliance with these rules, e.g. the payment of cancellation fees, shall be at his expense. This does not apply if the Tour Operator has not provided information, or has provided insufficient or incorrect information.

17.3 The Tour Operator is not liable for the timely issuance of nor access to necessary visas by the respective diplomatic agency. Please read the information provided prior to the conclusion of the contract to see whether you need a passport to

travel to your booked event or whether an ID card suffices, and please ensure that your passport or your ID card are valid beyond the event.

17.4 Some countries apply very strict customs and currency regulations. Please make sure that you are well informed and abide by the regulations. Some countries demand certain vaccination certificates, which may not be less than 8 days old and not more than 3 years (smallpox) or 10 years (yellow fever) old. Proof of such vaccinations is also required by the German authorities after returning from certain countries (e.g. Africa, Middle East). For relevant information, please consult the information provided prior to the conclusion of the contract and contact the Tour Operator in case of questions.

#### 18. Place of jurisdiction/general information

18.1 The recipient of the contract documents and the written confirmation is obliged to check the documents received immediately to ensure that they are correct (name, event data, destination, etc.) and to immediately notify the issuer in the event of an error.

18.2 If individual provisions of the contract are ineffective, the effectiveness of the entire contract shall remain unaffected. The same shall apply to these terms and conditions.

18.3 The contractual relationship between the participant and the Tour Operator shall be subject exclusively to German law. The same shall apply to the entire legal relationship.

18.4 Insofar as legal action is taken by the

participant against the Tour Operator in foreign countries and German law is not applied to the liability of the Tour Operator on account of the reason of the action, then German law shall apply exclusively to the legal consequences, in particular, regarding the type, scope and amount of the claims of the participant.

18.5 The participant can take legal action against the Tour Operator only at the place where the Tour Operator has its domicile.

18.6 Any legal action taken by the Tour Operator against the participant must be made at the place where the participant is resident. The venue for any legal action against a participant or contract partner to a contract, who are merchants, legal persons under public or private law, or persons who are domiciled or have their place of residence in a foreign country or whose domicile or usual residence is unknown at the time the action is taken, is agreed as the place where the Tour Operator has its registered office.

18.7 The aforementioned conditions on the choice of law and the legal venue do not apply,

a) if and insofar as something else applies in favour of the participant on the basis of contractually mandatory regulations of international agreements and which are applicable to the contract between the participant and the Tour Operator, or b) if and insofar as mandatory regulations in the member state of the European Union to which the participant belongs are applicable to this contract and are more favourable to the participant than the

regulations in these terms and conditions or the applicable German provisions.

#### 19. Photographs and video recordings

19.1 Photographs and video recordings taken during the event may only be used for private purposes. Any commercial use of photographs and video recordings is prohibited. This applies in particular to the publication of photographs/videos as part of blogs/vlogs/video platforms such as YouTube, etc., or by non-accredited journalists, unless the publication has been agreed beforehand with SPORTTOTAL EVENT.

19.2 The use of drones and action camera systems (e.g. Go-Pro) during the **Porsche Experience** events is strictly prohibited. Exceptions may be made by SPORTTOTAL EVENT in individual cases.

#### 20. Data protection

Personal data that you provide to us will be electronically processed and used if required for the purposes of fulfilling the contract. All of your personal data will be processed in accordance with German and European data protection laws. Further information on the handling of your data can be found in our privacy policy: <https://experience.porsche.com/en/privacy>

#### 21. Consumer dispute settlement

Consumer dispute settlement procedure: Porsche and SPORTTOTAL EVENT are neither willing nor obliged to participate in a dispute settlement procedure before a Consumer Arbitration Service.

#### C. Special Part

##### I. Porsche Travel Experience

###### 1. Services/Prices

1.1 The participation price for **Porsche Travel Experience** events covers the following services:

- Provision of a hired Porsche model (including fuel), according to the event description and car hire contract to be agreed separately
- Accommodation and catering according to the event description
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Event management
- Other services included in the relevant event programme

1.2 **Porsche Travel Experience** event participants are responsible for the following costs:

- Cost of travel to and from the event (unless described otherwise in the documents)
- Additional costs at the hotel (drinks at the bar, alcoholic drinks not included with dinner, e.g. spirits, telephone charges, etc.)

###### 2. Hired Porsche models

2.1 Porsche cars may be hired for the duration of Porsche Travel Experience events. In this case, a separate car hire agreement has to be made with SPORTTOTAL EVENT. Participants do not have any entitlement to a specific Porsche car model. There

are always two persons in each vehicle. Subject to availability and the agreement of SPORTTOTAL EVENT, participants can opt to be a sole driver (Single Driver) for an additional charge.

2.2 Participants hiring a Porsche model must produce a valid driving licence and identity papers/passport as well as a credit card at time of check-in on the day of the event. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

2.3 Hired Porsche models are covered by third-party vehicle insurance.

2.4 In the context of a **Porsche Travel Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is EUR 2,500 per case of damage, as disclosed in the relevant car hire contract with SPORTTOTAL EVENT. Information on any variations to the specified excess, e.g. in conjunction with the use of special vehicles, shall be given to you by the Tour Operator prior to the event.

2.5 If the insurer is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance held by SPORTTOTAL EVENT can take redress against the participant as a result of this behaviour, or if the damage caused

by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage they have caused. In the case of gross negligence, the Tour Operator shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

##### 3. Participation at special events in privately-owned Porsche vehicles

3.1 The **Porsche Travel Experience** reserves the right to offer special events at which participants will drive their own Porsche vehicles.

3.2 Only vehicles covered by statutory third-party insurance and which comply with the German road traffic licensing regulations (StVZO) may be used in the event.

3.3 The use of vehicles that have been issued with transit or temporary number plates is not permitted at these events.

3.4 All parts or equipment fitted to the vehicles used to participate in a special event organised by the **Porsche Travel Experience** must be approved by the German Technical Inspection Association (TÜV) and entered in the vehicle registration papers.

3.5 The Tour Operator reserves the right to exclude from the event any vehicle that does not comply with the aforementioned requirements in accordance with clauses 3.2 to 3.4. There is no entitlement to the provision of a replacement vehicle in such cases.

3.6 The Tour Operator recommends that participants check with their car insurers to ensure the validity of their third-party vehicle insurance and, if applicable, their fully comprehensive insurance cover in relation to any planned participation at a **Porsche Travel Experience** event.

If participating in a privately-owned Porsche vehicle, any fuel not specified in the general regulations is not included in the participation price.

#### 4. Accompanying persons

There are always two drivers/full-paying participants in each vehicle. It is therefore not possible for accompanying persons to take part in the driving programme (regular programme).

Children aged 12 years or above may, in exceptional cases, participate in the event and travel as an accompanying person with their parents in the hire car (participation prices are provided on request, only possible in a Porsche Cayenne, Panamera or Macan). The legal guardian(s) must sign an exclusion of liability statement on behalf of the minor.

#### 5. Flat-rate cancellation charges

The flat-rate cancellation charges for events are generally applied per person as follows:

- more than 30 days before the event 25%,
- from 30th day before the event 50%,
- from the 15th day before the event 75%,
- from 3rd day before the event up to the day on which the event starts or no-show 100% of the participation price.

## II. Porsche Track Experience

### 1. Services/Prices

1.1 The participation price for **Porsche Track Experience** events covers the following services:

- Circuit hire including track safety measures
- Driving programme
- Supervision by up to two instructors per group
- Event management
- Food and refreshments (as specified in the respective programme)
- Technical support for the hired Porsche models
- Medical support
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Event documents

1.2 **Porsche Track Experience** event participants are responsible for the following costs:

- Travel to and from the training venue (unless otherwise stipulated in the event documents)
- Running costs for the participant's own vehicle including fuel and lubricants
- Accommodation costs in the hotel as indicated as well as additional costs such as drinks at the bar, parking, telephone charges, etc.

### 2. Event requirements

2.1 There are no requirements for participation in the Precision training. To participate in the

Performance training, the driver must have completed a Precision training of the **Porsche Track Experience**. To participate in a Master, Master GT or Master Licence training, the driver must have completed a Performance training. To participate in a Master GT4 or 'Learn from the Best' training, the driver must have completed a Master, Master GT or Master Licence training course of the **Porsche Track Experience**.

2.2 There are no requirements for participation in the Warm-up, E-Warm-up, Classic Cars and Fast Track trainings. However, it is recommended that participants have completed the Precision training for *g-Force*. It is up to the discretion of the Tour Operator whether training units completed outside the **Porsche Track Experience** are accepted as equivalent prior training.

### 3. Hired Porsche models

3.1 Porsche cars may be hired (subject to availability; hire fee depends on training) for the duration of **Porsche Track Experience** events. In this case, a separate car hire agreement has to be made with SPORTTOTAL EVENT. Participants do not have any entitlement to a specific Porsche car model.

3.2 Participants hiring a Porsche model must produce a valid driving licence and identity papers/passport as well as a valid credit card at time of check-in on the day of the event. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

3.3 Hired Porsche models are covered by third-party vehicle insurance.

3.4 In the context of a **Porsche Track Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is disclosed in the relevant car hire contract with SPORTTOTAL EVENT and this information may be requested beforehand from the **Porsche Track Experience**.

The damage excess for individual events is as follows:

- a) Precision, Warm-up, E-Warm-up: EUR 5,000
- b) Performance: EUR 7,500
- c) Master, Master Licence, Fast Track, *g-Force*: EUR 10,000
- d) Master GT4, 'Learn from the Best' (718 Cayman GT4 Clubsport or 911 GT3 Cup): EUR 15,000 or EUR 25,000

When hiring turbocharged or GT vehicles, the damage excess is irrespective of the training:

- e) 911 Turbo (S), 911 GT3: EUR 10,000
- f) 911 GT3 RS, 911 GT2 RS: EUR 20,000

If excesses differ from the above amounts, e.g. due to the use of special vehicles irrespective of the type of event, the organiser will provide information on this in advance.

3.5 If the third-party insurance is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance can take redress against SPORTTOTAL EVENT as a result of the participant's behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage he has caused. In the case of gross negligence, the Tour Operator shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

### 4. Participation in privately-owned vehicles

4.1 Only vehicles covered by statutory third-party insurance and which comply with the German road traffic licensing regulations (StVZO) may be used in the event.

4.2 The use of vehicles that have been issued with transit or temporary number plates is not permitted in these events. Classic cars with red transit plates (also known as 07 plates in Germany) are excluded.

4.3 All parts or equipment fitted to the vehicles used to participate in the training units must be approved by the German Technical Inspection Association (TÜV) and entered in the vehicle registration papers. In addition, open-top vehicles (e.g. Cabriolet, Targa, etc.) must be fitted with roll-over protection.

The following must also be observed for the exhaust system: every circuit Tour Operator must observe the noise restrictions set by the legislator. These must be continually measured, documented

and strictly complied with. If a vehicle is fitted with a standard exhaust system from the manufacturer, there should be no complaints from racetrack security.

4.4 The Tour Operator reserves the right to exclude from the event any vehicle that does not comply with the aforementioned requirements in accordance with clauses 4.1–4.3. There is no entitlement to the provision of a replacement vehicle in such cases.

4.5 The Tour Operator recommends that participants check with their car insurers to ensure the validity of their third-party vehicle insurance and, if applicable, their fully comprehensive insurance cover in relation to any planned participation in training at the **Porsche Track Experience**.

4.6 Participants driving their own vehicles at a **Porsche Track Experience** event shall indemnify the Tour Operator and his legal representatives and vicarious agents from all claims resulting from damage to this vehicle made by an authorised third party (keeper, owner, etc.), unless the damage was caused through gross negligence or malicious intent on the part of the Tour Operator or his legal representatives and vicarious agents.

### 5. Accompanying persons/second drivers

5.1 Each participating driver may register an accompanying person to join them in a training event, but not take part actively. The accompanying person may travel as a passenger during section training. However, unfortunately no passengers are allowed in the training vehicle while completing laps. Children from the age of

12 may accompany the driver during the Warm-up and E-Warm-up special training as well as the Precision training (not including Precision Boxberg aged 16 or over) in the participant's own vehicle. However, another adult must be available on site to oversee any children aged 16 or under during lap driving sessions. Employees of the **Porsche Track Experience** cannot accept responsibility for supervising children. The relevant guardian(s) with custody of the child must sign a liability waiver for the minor. For Performance, Master, Master GT, Master Licence, Master GT4 training levels as well as for training specials (excluding Warm-up and E-Warm-up aged 12 or over and *g-Force* aged 16 or over), the minimum age for accompanying persons is 18.

5.2 It is only possible to register second drivers (two active drivers/full-paying participants per vehicle) for special incentive events. In exceptional cases and on request, it is possible for two people to share the training vehicle on regular courses, as long as the minimum number of participants has been reached (generally 10 participants, 5 vehicles). Unfortunately, second drivers cannot be registered for individual bookings. In this case, each active participant requires his own training vehicle (private vehicle or hired Porsche model).

5.3 Accompanying persons named on the registration form and second drivers may travel in the participant's car during section training sessions, except when drivers are being assessed or completing laps. While the participant is completing laps, the accompanying person may travel with the instructor (subject to available space).

5.4 At all **Porsche Track Experience** events, helmets must be worn when completing laps. This also applies to various section training sessions. The Tour Operator provides a limited number of helmets in a range of sizes (S–XL). If participants have their own helmet, these may be brought along and used.

### 6. Training venues

The training facilities are closed to other drivers during the events. All training facilities are subject to the German road traffic regulations (StVO) and road traffic licensing regulations (StVZO). These must be observed by participants.

### 7. Flat-rate cancellation charges

The flat-rate cancellation charges for events generally are applied per person as follows:

- more than 30 days before the event 25%,
- from 30th day before the event 50%,
- from 15th day before the event 75%,
- from 3rd day before the event up to the day on which the event starts or no-show 100% of the participation fee.

## III. Porsche Ice Experience

### 1. Services/Prices

1.1 The participation price for Porsche Ice Experience events covers the following services:

- Training fees for the relevant training contents
- Circuit hire including track safety measures
- Provision of a hired Porsche model (including fuel), according to the event description and car hire contract to be

- agreed separately
- Accommodation and catering according to the event description
- Technical support of the hired Porsche models
- Medical care and assistance
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Driving programme and instructors
- Shuttle service from the airport to the hotel, the training course and the evening venue
- Project management

the agreement of SPORTTOTAL EVENT, participants can opt to be a sole driver (Single Driver) for an additional charge.

2.2 Participants must produce a valid driving licence and identity papers/passport as well as a valid credit card at time of check-in on the day of arrival. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

2.3 Hired Porsche models are covered by third-party vehicle insurance.

2.4 In the context of a **Porsche Ice Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is disclosed in the relevant car hire contract with SPORTTOTAL EVENT and can be requested beforehand from the **Porsche Ice Experience**. The damage excess depends on the individual event:

- Ice Experience: EUR 5,000
- Ice Force, Ice Force Pro: EUR 10,000
- Ice Cup: EUR 25,000

Information on any variations to the specified excess, e.g. on individual programmes or in conjunction with the use of special vehicles irrespective of the type of event, shall be given to you by the Tour Operator prior to the event.

2.5 If the third-party insurance is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance can take redress against SPORTTOTAL EVENT as a result of the participant's behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage he has caused. In the case of gross negligence, the Tour Operator and Porsche shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

### 3. Accompanying persons/second drivers

There are always 2 drivers/full-paying participants in each vehicle. Accompanying persons are therefore not expected to take part in the driving programme. This does not apply to the 'Single Driver' option. In this case, the second person may accompany the driver to the track and travel in the vehicle as a passenger. The package for accompanying persons is restricted to accommodation, catering at the hotel during the day and dinner. Children aged 12 or over may take part as accompanying persons. Another adult must be available on site to oversee any children aged 12 to 18 during **Porsche Ice Experience** events. Employees of the **Porsche Ice Experience** cannot accept responsibility for supervising children. The relevant guardian(s) with custody of the child must sign a liability waiver for the minor.

### 4. Flat-rate cancellation charges

The flat-rate cancellation charges for events are generally applied per person as follows:

- For cancellations up to the 120th day before the start of the event, 25% of the participation price,
- from the 119th day before the start of the event, 50% of the participation price,
- from the 30th day before the start of the event, 75% of the participation price,
- from the 3rd day before the start of the event or non-attendance at the event, 100% of the participation price.

### IV. Porsche Adventure Experience

#### 1. Services/Prices

1.1 The participation price for **Porsche Adventure Experience** events covers the following services:

- Provision of a hired Porsche model (including fuel), according to the event description and car hire contract to be agreed separately
- Accommodation and catering according to the event description
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Event management
- Other services included in the relevant event programme

1.2 **Porsche Adventure Experience** event participants are responsible for the following costs:

- Cost of travel to and from the event (unless

- described otherwise in the documents)
- Additional costs at the hotel (drinks at the bar, alcoholic drinks not included with dinner, e.g. spirits, telephone charges, etc.)

#### 2. Hired Porsche models

2.1 Porsche cars may be hired for the duration of **Porsche Adventure Experience** events. In this case, a separate car hire agreement has to be made with SPORTTOTAL EVENT. Participants do not have any entitlement to a specific Porsche car model. There are always two persons in each vehicle.

2.2 Participants hiring a Porsche model must produce a valid driving licence and identity papers/passport as well as a valid credit card at time of check-in on the day of the event. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

2.3 Hired Porsche models are covered by third-party vehicle insurance.

2.4 In the context of a **Porsche Adventure Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is disclosed in the relevant car hire contract with SPORTTOTAL EVENT and this information may be requested beforehand from the **Porsche Adventure Experience**.

2.5 In the context of a **Porsche Adventure Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is EUR 10,000 per case of damage, as disclosed in the relevant car hire contract with SPORTTOTAL EVENT. Information on any variations to the specified excess, e.g. in conjunction with the use of special vehicles, shall be given to you by the Tour Operator prior to the event.

2.6 If the insurer is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance held by SPORTTOTAL EVENT can take redress against the participant as a result of this behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage they have caused. In the case of gross negligence, the Tour Operator shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

### 3. Accompanying persons

There are always two drivers/full-paying participants in each vehicle. It is therefore not possible for accompanying persons to take part in the driving programme. Children aged 12 years or above may, in exceptional cases, participate in the event and travel as an accompanying person with their parents in the hire car (participation prices are provided on request, only possible in a

Porsche Cayenne, Panamera or Macan). The legal guardian(s) must sign an exclusion of liability statement on behalf of the minor.

### 4. Flat-rate cancellation charges

The flat-rate cancellation charges for events are generally applied per person as follows:

- when cancelling more than 119 days before the event 25%,
- from 119th day before the event 50%,
- from 30th day before the event 75%,
- from 3rd day before the event up to the day on which the event starts or no-show 100% of the participation price.

**Contact:**

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