



PORSCHE

Terms and Conditions

Porsche Experience

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A. Preamble

The 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 designation **Porsche Experience, Porsche Travel Experience, Porsche Track Experience and Porsche Ice Experience**. Your registration does not constitute a contractual relationship between you and Porsche.

Dear Guest,

the Operator, SPORTTOTAL EVENT, is working in conjunction with Porsche under the name of **Porsche Experience, Porsche Track Experience, Porsche Travel Experience and Porsche Ice Experience** to provide the experience programmes and driving courses described in the brochure and 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 events offered by the **Porsche Experience, Porsche Track Experience, Porsche Travel Experience and Porsche Ice Experience**. These terms and conditions supplement section 651 a–m of the BGB (German Civil Code) as well as sections 4–11 BGBInfoV (Ordinance on the Requirement to Provide Information and Supporting Documents in Civil Law).

The driver safety training courses at 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 two instructors supervise each group.

Travelling with the **Porsche Experience** entails participants driving on public roads. Participants are solely responsible for their own conduct. Any penalty notices will be forwarded from the 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 Operator the conclusion of a binding

contract. The contract becomes binding when the declaration of acceptance issued by the 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 Operator then sends the participant a written confirmation. This shall not be required if the participant's booking has been made less than seven 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 Operator's declaration of acceptance differs from the content of the booking, this constitutes a new offer on the part of the 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 Operator within this binding period by providing clear consent, making a deposit or paying the outstanding balance.

1.4 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.

1.5 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. 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.

1.5.1 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.

1.5.2 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 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 Operator or contradict the event offer.

2.2 Local information and hotel brochures that have not been issued by the Operator are not binding for the 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 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 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 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.

3.2 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.

3.3 Prices are stated in Euro and are inclusive of VAT. The invoice amount is payable without deductions. Payments by transfer to the account of the Operator can only be made in Euro. In the case of money transfers from foreign countries, the participant shall bear the transfer charges.

3.4 The participant may also pay for the event by credit card. In this case, the credit card details will be requested separately 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.

3.5 If the participant has not received the event documents within seven days before the start of the event, at the latest, they should immediately contact the Operator. In the case of short notice bookings made within seven days before the start of the event, the participant will receive their documents as agreed with the service team of the Operator. Participants should check their event documents carefully upon receipt.

3.6 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 Operator may cancel the relevant contract except in the case where a serious deficiency with the event has already become apparent.

3.7 In the event of cancellation of the contract in the context of the sentence above, the Operator may demand payment

of cancellation charges as compensation. If the participant does not make the payments despite being in arrears, the Operator reserves the additional right to charge a dunning cost fee of 10 Euro for the second reminder. The participant's right to prove that substantially lower or no costs were incurred remains unaffected.

3.8 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. brochure, flyer, website) and in the details to be found in the written confirmation.

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

5. Changes to services and prices

5.1 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 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.

5.2 Any warranty claims remain unaffected, especially insofar as the changed services are subject to deficiencies. The Operator shall be obliged to inform the participant immediately

concerning changes to or deviations from the services. If appropriate, the 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.

5.3 In the case of a retrospective change to the participation price, the 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 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.

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

5.5 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 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.

6. Safety precautions

6.1 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.

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

6.3 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.

6.4 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 reasonably 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.

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

6.6 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.

6.7 It should be noted that the events are of a decidedly sporty nature and require participants to be both physically and mentally fit. The relevant physical requirements are described in more detail under 'Special Part'. If you have any concerns about whether you meet the requirements for your chosen event, please discuss this with the Operator and your doctor before signing up.

7. Special requests

7.1 The Operator may only accept the handling of special requests if these are declared to be non-binding. The 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).

7.2 In addition to the services described in the event programmes, the 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 do not conform to the service description in the brochure.

7.3 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.

7.4 For the events on offer, the participant will be looked after at the destination by the 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.

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

7.6 If flights are to be included:

7.6.1 In accordance with the EU regulation on informing passengers of the identity of the air carrier, the 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 Operator shall be obliged to inform the participant about the airline company/companies that will probably perform the flight. As soon as the 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 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

7.6.2 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.

7.7 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 Operator reserves the right to change the agreed participation price as follows:

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

- a) In the case of cost increases charged to the Operator on a seat basis, the 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 Operator can charge the participant the resultant increase per seat calculated in this manner.

7.7.2 If charges such as port or airport charges that the 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.

7.7.3 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 Operator prior to conclusion of the contract.

8. Cancellation charges when flights and additional services are included

8.1 In the case of flight-only on scheduled flights per person, the flat-rate claim for cancellation charges amounts to 50 Euro for more than 30 days before departure; 150 Euro 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.

8.2 Insofar as there are specific event-related circumstances for which a special flight or charter flight is offered upon customer request, the 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 Operator points out that, in many cases, there may be a charge for rescheduling or cancelling flights, if possible at all.

8.3 In the case of additional services where the 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.

9. Liability when flights are included

9.1 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 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.

9.2 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.

9.3 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 Operator.

10. Start of event/cancellation charges

10.1 The participant may cancel the event at any time prior to travelling. The date of receipt by the 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.

10.2 If the participant withdraws from the event or if he does not take part in the event, the Operator shall not be entitled to the cost of participation. Instead, the Operator can, unless responsibility for cancellation or non-participation in the event lies with him, or this is a result of force majeure, request appropriate compensation, taking into account the relevant cost of participation (including any additional services booked) for event preparations made up until the withdrawal/non-attendance, and for expenditure (cancellation fees). These cancellation fees are to be calculated as a percentage of the cost of participation (including any additional

services booked), taking into account the proximity of the point of cancellation to the contractually agreed event start date. Normal savings in expenditure and possible other uses of the services are taken into account in this respect. The cancellation fees that apply to the particular event are determined by the 'Special Part' of these terms and conditions of business.

10.3 Cancellation charges are also due if a participant does not appear punctually at the times specified in the event documents at the relevant airport or place of departure 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 Operator is not responsible.

10.4 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 Operator when implementing the flat rates.

10.5 The Operator reserves the right to request a higher concrete compensation, differing from the aforementioned flat rates specified under clause 8.1. In this event, the 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.

11. Rebooking/change of person

11.1 Up to the 31st day before the start of the event at the request of the participant, the Operator shall, as far as is feasible, amend the confirmation (rebooking) for a fee of 50 Euro per person. 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 10 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.

11.2 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 Operator must be notified in writing immediately. The 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.

11.3 If a third party replaces the booked participant, the Operator is entitled to charge a flat-rate handling fee of 50 Euro to cover the associated costs. The participant's right to furnish proof that substantially lower or no costs at all have been incurred remains unaffected.

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

12. Ordering/returning gift vouchers

12.1 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 Operator, SPORTTOTAL EVENT. Vouchers may be split and used for several bookings. Any remaining value under 50 Euro shall not be refunded and shall expire. Vouchers shall not be issued for any remaining value under 50 Euro.

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

12.3 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 11) remains unaffected by the above provisions.

13. Insurance

The participation price generally includes an insurance package from HanseMerkur Reiseversicherung AG covering travel cancellation and accident insurance and, in some cases, 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.

14. Cancellation and termination by the operator

14.1 The Operator may terminate the contract without notice if the participant continues to disrupt the course of the event despite proper admonishment by the 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 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 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.

14.2 The Operator may cancel the event contract up to five 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 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.

14.3 In the event of the Operator cancelling the contract, the participant shall be entitled to demand his participation in another event of at least equal value, provided the Operator is able to offer such an event from their programme without burdening the participant with extra costs. The participant must assert

this right against the Operator immediately after having received the notice of cancellation from the Operator. If the participant does not exercise their right to participate in an event of equal value, they shall immediately be refunded the participation price paid.

15. Extraordinary circumstances/force majeure

15.1 We refer you to section 651j of the BGB in the case of termination of the contract due to force majeure. The wording of this section is as follows:

(1) If the travel package is substantially obstructed, jeopardised or impaired as the result of force majeure not foreseeable when the contract was entered into, then both the travel operator and the traveller may terminate the contract merely under this provision.

(2) If the contract is terminated under subsection (1), then the provisions of section 651e, subsection 3, sentences 1 and 2, and 651e, subsection 4, sentence 1 apply. Extra costs for return transport are to be borne by the parties one-half each. Any extra costs in addition to this shall be borne by the traveller."

15.2 You will find travel advisories from the German Foreign Office on the internet at www.auswaertiges-amt.de or by calling +49 3018170.

16. Redress/price reduction/termination

16.1 If a service is not fulfilled or not fulfilled according to the contract, the participant shall be entitled to demand redress. The participant shall be obliged to immediately inform the Operator of any deficiency relating to the event. If the participant fails to do that on account of a fault on their part, no reduction of the participation price will be

made. This shall not apply only in the event that the information is recognisably hopeless or unreasonable for other reasons.

16.2 The participant shall be obliged to immediately inform the event management at the place of destination about their complaint. If no event management is available at the place of destination, the Operator shall be informed about any deficiencies of the event at their place of business. Participants shall be advised of the contact details for the event management or Operator in the service description or, at the latest, in the event documents. The event management is responsible for providing redress, insofar as this is possible. They shall not, however, be authorised to accept any claims made by the participant.

16.3 The Operator may also provide redress by rendering a service of equal or higher value. The Operator can refuse to provide redress if this would involve unreasonable expenditure.

16.4 After returning from the event, the participant may request a reduction in the participation price, if services were not provided in conformity with the contract or they did not culpably omit to notify the Operator of the deficiency immediately (without undue delay).

16.5 If the event is seriously impaired as a result of a deficiency and the 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 the participant put the notice of termination in writing, in their own interest and in order to document it as evidence. The same applies if the participant cannot be reasonably expected for good cause to participate in the event as a result of a deficiency acknowledged by the Operator.

A reasonable deadline for providing redress does not apply if redress is impossible or the Operator refuses to provide redress or if the immediate termination of the contract is justified in the participant's special interest. If the contract is terminated in this way, the participant shall be entitled to repatriation. In this case, they shall only owe the Operator that part of the participation price which is allocated to the services they used, if such services were of interest to them.

17. Liability

17.1 Participants take part in events organised by the **Porsche Experience** at their own risk.

17.2 If a deficiency exists, the participant is entitled, irrespective of a reduction in the participation price or termination, to claim damages, unless the deficiency of the event was caused by circumstances beyond the Operator's control. They may also claim damages for wasted holiday time if the event was ruined or seriously impaired.

17.3 Contractual claims for damages: the 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 Operator wilfully or through gross negligence. The limitation of the liability to three times the participation price also applies to damage to the participant, other than personal injury, for which the Operator's responsibility is solely due to the fault of a service provider.

17.4 Claims for damages based on tort: claims for damages asserted against the 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.

17.5 The 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 Operator.

17.6 The 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 Operator breaching their obligations to inform, advise and organise.

17.7 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 Operator will only be liable for accidents that occur in the course of sports events and other leisure activities, if caused by him. The Operator recommends that participants take out accident insurance.

18. Duty of cooperation/complaints

18.1 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.

18.2 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 Operator. The participant will find the necessary telephone and fax numbers as well as e-mail 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 Operator recommends that the participant immediately notifies the respective air carrier at the airport by completing and submitting the Passenger Irregularity Report (PIR) within seven 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. If the participant culpably omits to report a defect, they shall not have any right to assert any subsequent claims.

19. Exclusion of claims, limitation and assignment

19.1 Claims on account of the event not being provided in accordance with the contract (sections 651c–f of the BGB) must be asserted with the Operator within one month after the end of the event as specified in the contract (see address at the end of these terms and conditions). This should be made in

writing, in the interest of the participant. The participant may only assert a claim after the expiry of the period, if they were prevented from doing so earlier by circumstances beyond their control. The day on which the event ended will not be included in the calculation of the month's deadline. See clause 18.2 for asserting claims relating to damage to baggage, delays in the return of baggage or the loss of baggage.

19.2 Claims asserted by the participant under sections 651c–f of the BGB for losses resulting from fatal injury, bodily harm or damage to health, which were caused by a wilful or negligent breach of duty on the part of the Operator or a legal representative or vicarious agent of the Operator will lapse according to the statute of limitations after two years. This also applies to claims for compensation for other damages that arise from a wilful or grossly negligent breach of duty on the part of the Operator or a legal representative or vicarious agent of the Operator.

19.3 All other claims asserted under sections 651c–f of the BGB lapse after one year according to the statute of limitations.

19.4 The determining date for the lapse of claims under the paragraphs above is based on the day that follows the day on which the contractual event ends.

19.5 Claims arising from unlawful acts lapse after three years.

19.6 If negotiations between the participant and the Operator regarding the claim or the circumstances surrounding the claim remain unresolved, then the period after which the claim lapses will be postponed until the participant or the Operator refuses to continue

with the negotiations. The period after which the claim lapses will take effect at the earliest three months after the end of the postponement.

19.7 Third parties will only act as agents in concluding the contract. They are not authorised to accept any warranty or compensation claims made by the participant after the end of the event.

20. Passport, visa, customs, foreign currency and health requirements

20.1 The Operator shall inform nationals of European Union member states where travel is offered about the provisions of passport, visa and health regulations prior to the conclusion of the contract as well as any changes before travel. For nationals of other states, please contact your respective consulate for information. It is assumed that there are no special circumstances regarding the person travelling (e.g. dual citizenship, statelessness).

20.2. 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 Operator has not provided information, or has provided insufficient or incorrect information.

20.3 The Operator is not liable for the timely issuance of nor access to necessary visas by the respective diplomatic agency, if the participant has commissioned him with the order, unless the Operator culpably violated his own obligations.

20.4 Please find out beforehand 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. In some countries, children under the age of 12 may need their own passport. Only child passports issued before 26.10.2006 and containing a photo entitle the holder to enter the US without a visa. In the case of child passports issued after the aforementioned date, the child will need a visa. Other provisions may apply to non-German citizens.

20.5 Some countries apply very strict customs and currency regulations. Please make sure that you are well informed and abide by the regulations.

20.6 Some countries demand certain vaccination certificates, which may not be less than eight days old and not more than three years (smallpox) or ten 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 brochure and contact the **Porsche Experience** in case of questions.

21. Place of jurisdiction/general information

21.1 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.

21.2 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.

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

21.4 Insofar as legal action is taken by the participant against the Operator in foreign countries and German law is not applied to the liability of the 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.

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

21.6 Any legal action taken by the 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 Operator has its registered office.

21.7 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 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.

22. Photographs and video recordings

22.1 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.

22.2 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.

22.3 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, 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 2,500 Euro 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 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 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 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 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.

3.7 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 guests

There are always two drivers/full-paying participants in each vehicle. Accompanying persons are therefore not expected 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 guest with their parents in the hire car (participation prices are provided on request, only possible in a Porsche Cayenne, Panamera or Macan).

The legal guardians 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 90% 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 vehicles
- 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 courses. To participate in the Performance training course, the driver must have completed a Precision event at the **Porsche Track Experience**. To participate in a Master or Master Licence training course, the driver must have completed a Performance training. To participate in a Master Cup training course, the driver must have completed a Master or Master Licence training course at the **Porsche Track Experience**.

2.2 There are no requirements for participation in the Warm-up, Classic Cars and Fast Track courses. However, it is recommended that participants have completed Precision level for g-Force. It is a prerequisite to complete Master or Master Licence training prior to participating in Super Sport training. It is up to the discretion of the 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 level) 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: 5,000 Euro,
- b) Performance: 7,500 Euro,
- c) Master, Master Licence, Fast Track, g-Force, Super Sport: 10,000 Euro,
- d) Master Cup (Porsche 911 GT3 Cup): 25,000 Euro.

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

- 911 Turbo (S), 911 GT3: 10,000 Euro
- 911 GT3 RS, 911 GT2 RS: 20,000 Euro

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 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 O7 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 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 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 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 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 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 in the Precision level training sessions (not including g-Force where they must be 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 Licence, Master Cup training levels as well as for special courses (excluding Warm-up), 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 featured in the brochure, 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 Operator provides a limited number of helmets in a range of sizes (S–XL).

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 90% 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 vehicles

- Medical care and assistance
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Driving programme and instructors
- Project management

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

- Cost of travel to and from the event (unless described otherwise in the documents)

2. Hired Porsche models

2.1 In the context of **Porsche Ice Experience** events, SPORTTOTAL EVENT provides hired Porsche models for participation in the relevant event. In order for participants to be provided with a car, they must enter into a separate car hire contract with SPORTTOTAL EVENT. The 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 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: 5,000 Euro
- Ice Force/Ice Force Pro: 10,000 Euro
- Ice Cup: 25,000 Euro

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 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 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 two drivers/full-paying participants in each vehicle. Accompanying persons are therefore not expected to take part in the driving programme. The package for accompanying persons is restricted to accommodation, catering at the hotel during the day and dinner. Another adult must be available on site to oversee any children aged 18 or under 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.

- from 01.12.2018, 50% of the participation price,
- from 01.01.2019, 75% of the participation price,
- and from 01.02.2019, 90% of the participation price.

For cancellations on the day on which travel commences or no-show, 90% of the participation price.

4. Flat-rate cancellation charges

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

Ice Experience/Ice Force/Ice Force Pro/
Ice Cup:

- For cancellations up to 01.11.2018, 25% of the participation price,
- from 01.11.2018, 50% of the participation price,
- from 01.12.2018, 75% of the participation price,
- from 01.01.2019, 90% of the participation price.

For cancellations on the day on which travel commences or no-show, 90% of the participation price.

Ice Force events starting after 21.02.2019:

- For cancellations up until 01.12.2018, 25% of the participation price,

Contact:

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