

# General Terms and Conditions of Business in Mercedes-Benz Driving Events

## 1. The object of these General Terms and Conditions of Business

The object of these General Terms and Conditions is to establish rights and obligations in connection with the participation in Mercedes-Benz Driving Events and related services. For details, please refer to the service description for your chosen Mercedes-Benz Driving Event on our website.

## 2. Organizer and Contract Partner

Mercedes-Benz AG has commissioned BKP GmbH to run the Mercedes-Benz Driving Events. The organizer of the Mercedes-Benz Driving Events and the Contract Partner for the Participant (or Applicant) will be BKP GmbH, Münchner Straße 24, 85774 Unterföhring, Germany (hereinafter referred to as: "BKP").

## 3. Conclusion of the Contract

- (1) By registering with BKP, the Applicant makes a binding contract declaration (a binding offer) for the conclusion of a contract for the respectively booked event, including the travel services provided for the event.
- (2) The Applicant can select the respectively desired event from Mercedes-Benz Driving Events and book it online by clicking on "register and pay". The Applicant can change and view the data at any time before submitting the application. However, the application can only be submitted and sent if the Applicant accepts these General Terms and Conditions by clicking on "Accept General Terms and Conditions of Business", thus submitting a binding offer. Immediately after the application has been sent, the Applicant will receive an email stating that the application has been received (acknowledgment of receipt). This email shall not constitute acceptance of the Contract. For this, BKP will send the Applicant a separate confirmation of participation, which also means that the application has been accepted and the Contract is concluded.
- (3) The registration and the General Terms and Conditions of Business, including a description of the services booked by the Applicant, shall be stored at BKP and emailed to the Applicant after the Contract has been concluded. When concluding the Contract, either German or English may be used.

## 4. Rights and Obligations of the Participants

- (1) To take part in the events, the Participant must hold a driver's license that is valid for driving passenger vehicles in the country where the event is taking place and must not be banned from driving. The participant is required to present his driver's license for inspection upon request.
- (2) Consumption of drugs and alcohol is totally prohibited during driving events (0.0 percent). If this provision is breached, BKP shall be entitled to exclude the Participant from taking any further part in the event, at its own discretion. The event fee will not be refunded in such cases.
- (3) The Participant must conduct himself in a disciplined manner during the driving events and must follow the instructions given by the instructors. The training vehicles will be provided. There is no entitlement to a particular vehicle.
- (4) The Participant is responsible for obtaining and carrying the necessary official travel documents and any required vaccinations and for complying with customs and foreign exchange regulations. Any detriment resulting from failure to comply with these requirements shall be at the Participant's expense. This shall not apply if BKP has failed to provide information or has provided inadequate or incorrect information.

## 5. Prices and Payments

- (1) Details of prices for the event can be found in the relevant service description.
- (2) Payment shall be due upon receipt of the confirmation of participation and billing information and must be paid within two (2) weeks unless otherwise agreed. The invoice must be paid immediately if the Participant registers less than four (4) weeks prior to the start of the event.
- (3) Airline tickets will not be shipped until the billing amount has been paid in full (if this is the object of the Contract).
- (4) If the billing information is sent more than six (6) weeks before the start of the event and is not paid in full at least four (4) weeks before the start of the event, BKP shall be entitled

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

to revoke the Contract and claim damages equal to 50% of the price of the event if BKP has given the Participant reasonable notice of due payment and if there isn't an already existing defect, which justifies revocation of the Contract. The Applicant's right to prove that BKP has suffered no damage or only slight damage shall remain unaffected.

### 6. Companions

- (1) Persons accompanying the participant must be registered. BKP shall calculate a meal allowance for each person accompanying the Participant; the amount will depend on the event chosen. Additional accommodation costs and other costs may apply. Persons accompanying the Participant shall be prohibited from driving any vehicle. They shall not be entitled to ride as passengers with the Participant.
- (2) Spectators and other persons accompanying the Participant who are not themselves registered as participants are not permitted to remain on the training site; no liability will be accepted in respect of such persons. Since the team will be busy attending closely to the participants during the events, it will not be possible to look after spectators or other persons accompanying the driver.

### 7. Insurance and Deductible

- (1) The event fee includes accident insurance for the duration of the training event with the following benefits:
  - a) In the event of death: € 260,000.00;
  - b) In the event of disability, € 500,000.00 (in the event of disability, compensation will only be paid if the verified degree of disability is greater than 33 percent);
  - c) Recovery costs allowance of up to € 10,000.
- (2) In the event that the Participant causes damage to the vehicles provided by BKP, the Participant shall pay BKP up to € 1,000.00 in compensation (the deductible). The Participant's right to prove that the vehicle has suffered no or only slight damage or loss of value shall remain unaffected. The Participant may be released from this obligation by BKP if the damage occurred during a driving exercise in which it can be shown that the Participant followed the instructions given by the instructor.
- (3) If the insurer is not liable to pay on a claim due to intent or gross negligence on the part of the Participant, or if, due to a fault on the part of the Participant, the vehicle sustains damage that is not covered by the fully comprehensive insurance, the Participant shall be liable for all damage caused by him or by any accompanying person.
- (4) It is recommended that the Participant takes out additional travel cancellation insurance, health, accident and private liability insurance and insurance to cover repatriation costs in case of accident or illness.

### 8. Revocation Right, Cancellation Charges, Substitute Participants

- (1) The Applicant shall be entitled to revoke the Contract at any time prior to the start of the event (cancellation) in accordance with Section 651i of the German Civil Code (BGB). The statutory right to withdraw from the Contract shall remain unaffected. If the Applicant revokes the Contract, the following cancellation fees will be charged instead of the event fee:
- (2) Cancellation policy for individual participants for summer events:
  - a) from registration to 71 days before the event: 10% of the event fee
  - b) from the 70th day to the 30th day before the start of the event: 20% of the event fee
  - c) from the 29th day to the 8th day before the start of the event: 30% of the event fee
  - d) from the 7th day to the 4th day before the start of the event: 60% of the event fee
  - e) from the 3rd day before the start of the event: 90% of the event fee.
- (3) Cancellation policy for individual participants for winter events:
  - a) up to 90 days before the event: 20% of the event fee

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

- b) from the 89th day to the 30th day before the start of the event: 50% of the event fee
  - c) from the 29th day to the 14th day before the start of the event: 80% of the event fee
  - d) from the 13th day before the start of the event: 90% of the event fee.
- (4) Cancellation policy for group bookings for five or more people in summer or winter:
- a) up to 90 days before the event: 20% of the event fee
  - b) from the 89th day to the 30th day before the start of the event: 50% of the event fee
  - c) from the 29th day to the 14th day before the start of the event: 80% of the event fee
  - d) from the 13th days before the start of the event: 90% of the event fee.
- (5) The Applicant shall reserve the right to establish that BKP has incurred no damage or only damage that it is of a significantly lower value than the cancellation fee.
- (6) If a voucher was used as all or part of the cost of booking the event and there is still some monetary value left on the voucher after cancellation fees have been deducted, the Applicant will receive a voucher to the value of the amount remaining on the original voucher and with the same time remaining on it as the original voucher. In this case, the original voucher shall no longer be valid.
- (7) In accordance with Section 65 1b BGB, the Participant will be entitled to name a replacement. Only one person who fulfills the conditions for participation (Section 4 of these General Terms and Conditions of Business) may be designated as the replacement. Together with the original Participant, the replacement shall be liable for the cost of the travel package and the additional costs incurred when the replacement becomes jointly liable for the costs.

### 9. Cancellation Right

- (1) Statutory provisions shall give the Applicant the right to withdraw from the Contract, subject to the following statutory exceptions, if
- a) the Contract was concluded by a natural person for a purpose which cannot be attributed to the Applicant's commercial or independent professional activity and the Contract resulting from BKP's acceptance is a consumer contract within the meaning of Section 3 12 (1) BGB and
  - b) the Contract was concluded exclusively using means of distance communication (booking via the Internet, telephone hotline or by email) (a distance contract within the meaning of Section 3 12c (1) (BGB) or
  - c) was concluded or initiated outside BKP's business premises.
- (2) The Applicant shall not have a right to withdraw if
- a) the distance contract concluded with BKP stipulates a specific date or period for provision of the service owed (when booking a specific date for the event when registering, for example),
  - b) the service owed by BKP as part of a distance contract also has, in addition to the training, as its object an overnight stay (as a minimum) and therefore a travel service, within the meaning of Section 65 1a BGB, or
  - c) the Contract initiated or concluded outside BKP's business premises for travel services within the meaning of Section 65 1a BGB is based on a prior verbal agreement with the consumer/applicant.
- (3) Any vouchers used shall become invalid if the Applicant withdraws from the Contract. There will therefore be no need for them to be returned. Invalid vouchers should be destroyed immediately and may no longer be used.

### WITHDRAWAL INSTRUCTION

#### Cancellation Right

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

You are entitled to cancel this contract within 14 days without providing a reason. The cancellation period is 14 days from the date the contract was made. To exercise your right to withdraw, you must inform us (BKP GmbH, Münchner Straße 24 85774 Unterföhring, Phone +49 (0) 89-950 60 51, Fax +49 (0) 89-950 60 79, email: [info@mercedes-benz-driving-events.de](mailto:info@mercedes-benz-driving-events.de)) by means of a clear statement (a letter sent by mail, a fax or an email, for example) regarding your decision to withdraw from this Contract. In order for a cancellation to be valid, you need only ensure that notice has been sent prior to the expiry of the cancellation period.

### Consequences of cancellation

If you cancel this contract, we shall repay all payments that we have received from you without undue delay and, in any case, no later than within 14 days from the day on which we received notification that you were canceling the contract. You will be refunded using the same method that you used for the original transaction unless we have expressly agreed otherwise with you. We will not under any circumstances charge you any fees for this repayment.

### END OF WITHDRAWAL INSTRUCTION

#### 10. BKP Services and Changes to Services

- (1) If the minimum number of participants stipulated for any event is not reached, BKP shall reserve the right to postpone or cancel the event up to 14 days before it is due to begin. In this event, BKP will refund the event fee. If an event is canceled, the Contract Partner may ask to join another, equivalent training event if BKP is able to offer training of this type from the events offered, at no extra cost to the Contract Partner (replacement event). The Contract Partner must assert this right with BKP immediately after BKP announces the event has been canceled.
- (2) BKP shall also reserve the right to cancel events because of weather conditions (e.g. due to lack of snow for winter training). If an event is canceled by BKP, BKP will refund the event fee. Independent travel costs (if this is not the object of the Contract and of a service provided by BKP) shall be excluded from the refund in this instance.
- (3) If the travel package is substantially obstructed, jeopardized or impaired due to force majeure which was not foreseeable when the Contract was concluded, then both the travel organizer and the traveler may terminate the Contract (Section 651j BGB). If the Contract is terminated, the Participant shall owe BKP the portion of the cost of the travel package for services already provided; this shall not apply if the services already provided are not of interest to the Participant because the Contract has been terminated. Extra costs for return transport are to be borne by the parties one-half each. BKP shall be required to take any action needed to help the Participant return home as a consequence of termination of the Contract, particularly if this was included in the Contract. The additional costs resulting from these actions shall be borne by BKP. Apart from this, any additional costs shall be borne by the Participant.

#### 11. Rights Accruing from Defects

- (1) If the event is not organized in accordance with the Contract, the Participant may request remedial action from BKP (Section 651c BGB). Defects must be reported immediately to the tour operator. BKP may only refuse to provide remedial action if this would require disproportionate expense. The Participant must take all reasonable steps to contribute to correcting the defect and minimizing or possibly avoiding any loss or damage that may arise.
- (2) The price of the travel package shall be reduced for the period when the organization of the event is not as agreed in the Contract (Section 651d BGB). However, the reduction shall not be payable if the Participant culpably failed to report the defect immediately, and remedial action could have been taken if the defect had been reported in a timely manner, and if other reasons had made reporting the defect unnecessary.
- (3) If the event is substantially impaired by a defect, the Participant is legally entitled to terminate his participation in the event. The same shall apply if the Participant cannot reasonably be expected to accept the travel package due to such a defect for a compelling reason discernible to BKP. Termination shall only be admissible in either case if BKP has allowed a reasonable period of time set by the Participant to pass without providing remedial action. A time period does not have to be specified if the remedial action is impossible or is refused by BKP or if immediate termination of the Contract is required by a special interest of the Participant. If the Contract is terminated, the Participant shall owe BKP the portion of the cost of the travel package for services already provided; this shall not apply if the services already provided are not of interest to the Participant because the Contract has been terminated.

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

- (4) If the event is not organized in accordance with the Contract, the Participant may demand damages without prejudice to any reduction in price or notice of termination, unless the defect in the travel package resulted from a circumstance for which BKP is not responsible.
- (5) BKP's contractual liability for loss or damage that does not involve personal injury shall be limited to three times the cost of the travel package (Section 651h BGB). The limit shall not apply if BKP or one of its vicarious agents caused the loss or damage intentionally or through gross negligence, or if BKP is responsible for loss or damage suffered by the traveler merely due to the fault of a service provider. If international agreements or statutory provisions based on international agreements apply to travel services to be rendered by a service provider and if, according to these agreements or provisions, a claim for damages exists or may be asserted only under certain conditions or with certain restrictions, or is excluded under certain conditions, BKP may also invoke this in relation to the Participant.

### 12. Liability

- (1) Participants take part in the driving events at their own risk.
- (2) Section 11.5 shall apply for contractual claims for damages.
- (3) For non-contractual claims for damages, in particular those for tort, that are not based on intent or gross negligence, BKP shall be liable for an amount up to three times the cost of the travel package (Section 651h BGB).
- (4) Any claims for damages beyond this shall be excluded. This shall not apply to claims for damages arising from injury to life, limb or health or from a breach of material contractual obligations (so-called cardinal obligations) or to liability for other loss or damage that arises from an intentional or grossly negligent breach of duty by BKP, its legal representatives or vicarious agents. Material contractual obligations are those that need to be fulfilled to achieve the aim of the Contract.
- (5) If there is a breach of material contractual obligations, BKP shall only be liable for foreseeable loss or damage typical of this kind of Contract if this was caused by simple negligence, unless it involves claims for damages by the Customer resulting from injury to life, limb or health.
- (6) If the object of the Contract also includes an overnight stay, BKP shall be liable for contractual loss or damage, not including physical injuries, up to three times the cost of the travel package, unless the Participant caused the damage intentionally or through gross negligence, or if BKP is liable for any damage suffered by the Participant merely due to the fault of a service provider.
- (7) Personal liability for damages caused by simple negligence on the part of BKP's legal representatives, vicarious agents and company employees shall be excluded.
- (8) If a claim for damages can only be asserted against the service provider under certain conditions or with certain restrictions or is excluded under certain conditions, on the basis of international agreements or statutory provisions based on international agreements, which apply to travel services to be provided by a service provider, a claim for damages cannot be asserted against BKP, or can only be asserted under these conditions.

### 13. Exclusion of Claims, Limitation Period

- (1) Contractual claims for failure to organize the event as stated in the Contract must be asserted with respect to BKP within one month of the end of the event as designated in the Contract. In all other respects, contractual claims will be excluded. When this period ends, claims may only be asserted only if the Participant was prevented from meeting the deadline through no fault of his own.
- (2) The assertion of rights relating to defects should be made in writing or by fax for documentation purposes and to avoid problems in proving at a later stage that a claim has been asserted.
  - (3) The Participant's right to make contractual and non-contractual claims shall lapse after one year. This shall not apply to personal injury, or to loss or damage brought about through intent or gross negligence. The limitation period shall commence on the day when the event is due to end according to the Contract.

### 14. Data Protection

#### a) The object of this Privacy Policy

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

With these data protection notices we are informing you about the processing of your personal data in connection with registration and participation in our events as well as about your rights in this regard.

### b) Who is responsible for data protection?

BKP GmbH, Münchner Straße 24, 85774 Unterföhring, phone.: 0049 (0) 89/ 950 903-0, [office@bkp-gmbh.de](mailto:office@bkp-gmbh.de) (hereinafter referred to as: “BKP”).

### c) How can you contact our Data Protection Officer?

BKP GmbH, Münchner Straße 24, 85774 Unterföhring, Data Protection Officer, phone: 089 950 903-0, [datenschutz@bkp-gmbh.de](mailto:datenschutz@bkp-gmbh.de).

### d) What data do we process?

BKP only processes personal data, which we need in connection with the event and registration for the event. This includes your first and last name, date of birth, address, telephone number and email address (Participant or Applicant details) and your billing address, and advertising and sales data (to promote events of potential interest to you, for example).

### e) Why do we process your data (purpose of processing) and on what legal basis?

On the basis of your consent to processing of your data (Article 6 1 (a) EU General Data Protection Regulation (GDPR)

If and insofar as you have given your consent to the processing of personal data, this consent shall form the legal basis for the processing mentioned in the consent. This may involve, for example, obtaining electronic information from customers (advertising and sales data). You can withdraw your consent at any time, with immediate effect.

For compliance with contractual obligations (Article 6 1 (b) GDPR)

Your data will be processed to initiate or carry out our event contracts with you, i.e. for us to provide our services (organizing events and booking travel).

On the basis of legal provisions (Article 6 1 (c) GDPR)

BKP is subject to various legal obligations that data processing entails. These include tax laws, for example, especially as part of statutory accounting requirements. For this reason, we are legally obliged to store billing statements and billing data for 10 years (by the Fiscal Code of Germany (AO)).

### f) Who do we share the data with?

Your data is only shared by BKP within the company with those of BKP’s departments which need the data to fulfill contractual and legal obligations or to carry their roles (customer services, sales and marketing, for example). Furthermore, external agencies will only receive your data if they have been contractually required by us to fulfill their obligations as processors (Article 28 GDPR) and if they guarantee that they will process your data in accordance with our instructions. This will include payment service providers and service providers in the areas of travel and logistics, for example. In addition, we will only share data with persons you have given us your consent to transfer data to.

### g) Do we transfer data to third countries?

Your data will only be processed within the European Union and in countries within the European Economic Area (EEA). On each separate occasion when this is not the case, you will be informed in advance by BKP, including regarding the right to object to data transfer on each separate occasion.

### h) How long will we store your data for?

BKP will store your personal data only for as long as necessary for the provision of the associated contractual services. Besides the duration of the event itself, this shall also include the time needed for the processing of data for initiating and implementing the contracts relating to the event, the processing of data for the subsequent contacts and comparisons with previous events, at the longest, however, up to a maximum of 5 years after the last communication following the completed event. Furthermore, BKP is subject to various data retention and documentation obligations, which arise - among others - from the German Commercial Code (HGB) and tax regulations (the German Fiscal Code (AO)). The record retention and documentation periods specified in these regulations range from five to ten years. Finally, the record retention period is also determined by statutory limitation periods, such as the two-year period specified by the German Civil Code, for example.

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

### i) Is there an obligation to provide personal data?

Within the context of our business relationship, you only need to provide the personal data required to set up, carry out and complete the event. If you do not provide your data, the Contract cannot be concluded and you will not be able to participate in the events. The provision of any personal data beyond this is not required by law.

### j) Do we use automated decision-making in specific cases?

We do not generally use automated decision-making to set up and carry out the business relationship, in accordance with Article 22 GDPR. If we use these procedures in specific cases, we will inform you about this separately

### k) To what extent do we use your data to build a profile?

BKP does not use so-called “profiling” in the application or registration processes pursuant to Article 4 (4) GDPR. However, we create a user profile based on the participant's data for our newsletter service. This includes processing the zip code, type of training courses booked to date (e.g. targeted at professional drivers) and age (special concepts for young drivers which are offered at special prices).

### l) What are your rights?

You have the right to request confirmation at any time as to whether we process personal data and you have the right to information about this personal data. In addition, you have the right to rectification and erasure of data, the right to the restriction of data processing, and the right to object at any time to the processing of personal data, by withdrawing your consent for your data to be processed or by requesting your data to be transmitted to another controller. You also have the right to complain to a supervisory authority in the event of data breaches.

### Separate Notice regarding Your Right to Object

#### Right to Object in Individual Cases

You have the right, for reasons relating to your own particular situation, to object at any time to the processing of your personal data on the basis of Article 6 (1) (f) GDPR (data processing based on a balance of interests). This also applies to profiling based on this provision within the meaning of Article 4 (4) GDPR. If you object, your personal data will no longer be processed, unless BKP can provide compelling legitimate grounds for processing your data that outweigh your interests, rights and freedoms, or unless the processing is being used to assert, exercise or defend legal rights.

#### The right to object to the processing of data for direct marketing purposes

BKP may also process your data for direct marketing, in accordance with statutory provisions. You have the right to object to the processing of your personal data for the purpose of such advertising at any time, without incurring any costs other than the costs of transferring the data, calculated at basic rates. This shall also apply to profiling, if it is done in conjunction with direct marketing of this kind. If you object to processing for direct marketing purposes, we will no longer process your personal data for these purposes. You may object without going through a formal process. Contact details can be found in Section 2.

## 15. Final Provisions and Severability Clause

- (1) Contracts between BKP and the Contract Partner shall be governed by the law of the Federal Republic of Germany, in particular Sections 65 1a et seq. BGB under the exclusion of the UN Sales Convention. The statutory provisions regarding restrictions in the choice of legal system and the applicability of mandatory regulations, in particular those belonging to the state in which the customer as a consumer has his habitual residence, shall remain unaffected.
- (2) If BKP's Contract Partner is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships shall be BKP's registered office.

## General Terms and Conditions of Business in Mercedes-Benz Driving Events

- (3) The language of the Contract is German. The German version alone will be authoritative even if the Contract is translated into another language. It is solely a matter for the Participant whether to translate the original German version of a contract. If BKP provides the Participant with a translation, it shall be without any legal obligation and subject to the exclusion of any warranty or any contractual or non-contractual liability on the part of BKP. Cases of intent shall be considered exceptions.
- (4) The European Commission provides an Online Dispute Resolution (ODR) platform which enables consumers to use out-of-court settlement for disputes arising from online contracts with a company established in the EU. Information about this platform can be found at <http://ec.europa.eu/consumers/odr/>.
- (5) Notice as required by Section 36 of the German Consumer Dispute Resolution Act (VSBG): BKP will not participate in a dispute settlement procedure before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (VSBG) and is not obliged to do so.
- (6) The Contract shall remain binding even if individual items in the rest of the Contract prove to be legally invalid. In such cases, the Parties shall undertake to replace the invalid provision with a new, valid provision that accords most closely with the commercial purpose of the invalid provision. If this would represent an unreasonable economic burden for one of the Parties, the Contract as a whole shall become invalid, however. The same procedure is to be followed if it becomes clear during performance of the agreement that it contains an omission.