

Participation Terms/GTCs (as of November 2019)

(Driving training courses and other events shall be governed by deviating participations terms, which will be sent with the respective tender.)

Subject Matter of These Participation Terms. The subject matter of these contractual terms shall be the regulation of rights and obligations in connection with the participation in the Mercedes-Benz Driving Events resp. Mercedes-Benz Offroad events and the associated services. The details can be found in the respective service specifications for the event selected by you in the current Mercedes-Benz Driving Events catalogue or on our website.

Organiser and Contracting Partner. The event organiser and contracting partner of the participant (or applicant) shall be Tufa GmbH, Gewerbestraße 10a, 78345 Moos (hereinafter "Tufa").

Contract Conclusion. Upon its registration, the applicant shall make a binding contractual statement vis-à-vis Tufa (binding bid) for the conclusion of a contract on the respective event booked incl. the travel services offered to that end, if applicable.

- The applicant may select the respective desired Mercedes-Benz Driving Events / Mercedes-Benz Offroad event and book it, inter alia, online via the "apply liable to payment" button. Before sending the application, it may amend and access the data at any time. However, the application may be submitted and transmitted only if the applicant accepts these contractual terms by clicking on the "Accept Participation Terms" button, thus submitting its binding bid. Immediately after the application has been sent, the applicant will receive an e-mail indicating that the application has been received (acknowledgement of receipt). This e-mail confirmation shall not yet constitute any acceptance of the contract. To this end, Tufa shall separately send a corresponding confirmation of participation to the applicant which shall constitute acceptance and thus contract conclusion at the same time.
- The application and the participation terms will be stored at Tufa and sent to the applicant in text form (by e-mail) after conclusion of the contract incl. the description of the services booked by the applicant. The contract may be concluded in the German and English language.

Nature of the Trips. All trips shall be tourist and not motor sports events. Nevertheless, they shall not be all-inclusive tours in the traditional sense of the term. These conditions will inevitably involve certain risks likely to result in defaults, since the tendered trips will lead to areas off the beaten tourist track to some extent.

Particularly outside Germany, interferences in the travel itinerary or failure of services or follow-up services or even necessary additional services may arise, as well as date postponements not foreseeable for the organiser may be required. Furthermore, events of force majeure (for example unrest, strike, natural disasters, etc.) may cause interferences in the travel itinerary or annulment of a trip.

This relates to secondary itineraries to some extent, and the daily stages may take more time than scheduled in the programme. The condition of the roads may cause damage to the vehicle. Altogether, incidents customary for such kind of expeditionary trip are to be anticipated.

We reserve the right to make radical changes to the route, to rearrange the structure of the service, inter alia, if this appears advisable to us in the interests of our customers with regard to any changes that have occurred or any changes becoming apparent in and on the respective itinerary to our target countries. This shall include, for ex., changes in nature, environmental hazards, political problems or similar reasons.

Application and Services. Application shall be exclusively effected using the Mercedes-Benz Offroad form, which will be sent upon request. The application shall be deemed binding once it

has been confirmed in writing by Tufa as the organiser. The application shall be confirmed or rejected within two weeks after receipt of the application. The organiser shall be entitled to engage third parties to implement the event. The travel price shall include the services described in the tender.

Amendments and Annulments. Amendments to the event locations, programme sequences and programme contents shall remain reserved if the amendments become necessary due to force majeure, illness of the service providers on site or due to the fact that the organiser is not provided with contractually agreed services of third parties without this being attributable to the organiser. In case of any amendment, the participant shall be offered equivalent services.

If the event is fully booked, interested parties shall be notified immediately, but within two weeks after receipt of the application at the latest.

Any participation fees already transferred shall be reimbursed immediately. If the minimum number of participants indicated by the organiser in the application form has not been reached, the organiser reserves the right to rescind from the contract until the billing date. In this case, any participation fees already transferred shall likewise be reimbursed immediately.

Vehicles. Participants may exclusively take part in the events of Mercedes-Benz Offroad with an own or, where this is explicitly offered in the application, with an offroad vehicle made available by Mercedes-Benz.

Participation with an own vehicle shall be exclusively possible with the G or X Class, GLS, GLE or GLC (depending on the trip). In this respect, the terms specified under clause 15 shall apply. For vehicles provided, there shall be no entitlement to a specific vehicle. Moreover, vehicles provided shall be occupied by two individuals in each case.

Prices. The prices indicated in the respective tender shall apply. The travel costs shall be due upon receipt of the invoice, at the latest, however, as of the specified payment date.

Rescission by the Participant, Changes in Bookings, Substitute Persons. The participant may rescind from the trip at any time prior to departure. Receipt of the rescission notice by Tufa GmbH shall be authoritative. Notice of rescission must be given in writing to avoid misunderstandings. Non-commencement of the trip shall be basically regarded as travel rescission. The customer shall be entitled to also give notice of termination of the travel contract during the trip; in this case, the customer must at least tolerate crediting of the travel services received against the travel price. If the participant does not make use of individual travel services as a result of any early return journey or other compelling reasons, Tufa GmbH shall endeavour to have the service providers reimburse the saved expenses. Such obligation shall not be applicable if this relates to completely insignificant services or if legal or official provisions preclude any reimbursement.

In case of any rescission, Tufa GmbH shall have the option of whether the amount of compensation acc. to Section 651i BGB (German Civil Code) will be calculated specifically or will be asserted based on the flat rates per person specified below (in each case related to the travel price). If use is made of the flat-rate compensation, Tufa GmbH shall proceed according to the compensation scale below for all-inclusive tours or individual components of an all-inclusive tour for cancellations. The departure date shall be the date of any potential shipment of the vehicles (expressed as a percentage of the travel price):

- up to 30th day before the journey commences 30%
- from the 29th to the 26th day before the journey commences 60%

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- from the 25th to the 18th day before the journey commences 75%
- from the 17th to the 10th day before the journey commences 85%
- from the 9th to the 1st day before the journey commences 90%
- in default of appearance 95%

The customer shall remain at liberty to demonstrate that no or significantly lower costs than the flat rates requested have been incurred. The indicated days shall be calendar days (from Monday to Sunday, incl. public holidays).

If any participant cancels the trip within a booking process, the entire booking price shall be calculated based on the new number of individuals. This may result in a higher price per individual. Basically, amendments to the travel date, travel destination, departure location, accommodation or mode of transport (change in the booking) at the customer's request shall be possible only by way of cancellation (acc. to the terms in clause 6.2) and new booking. In this case, there shall be no entitlement to the conclusion of a new travel contract.

Tufa GmbH shall endeavour, however, to satisfy requirements for changes in the bookings on a case-by-case basis and to keep the costs as low as possible. Up to the start of the trip, the participant may request that a third party succeeds to its rights and obligations from the travel contract.

This must be communicated to Tufa GmbH. Tufa GmbH may object to the third party succeeding to the participant if such third party does not meet the specific travel requirements or if statutory regulations or official orders preclude such third party's participation. If any third party succeeds to the registered participant, Tufa GmbH shall be entitled to demand reimbursement of the extra costs incurred by the participation of the substitute person (third party). The customer shall remain at liberty to demonstrate that no or significantly lower costs have been incurred due to the succession by such third party. The registered participant and the substitute persons shall be liable as joint and several debtors for the travel price and for the extra costs incurred by the succession by the substitute person. Costs for processing, rescission and changes in the bookings shall be due immediately.

Driving Licence and Participation. The participant shall assure that it holds a valid driving licence for the operation of passenger cars at the time of the event. The participant shall be obliged to allow inspection of its driving licence.

Passport, Visa, Health and Insurance Regulations. The tour participant shall be personally responsible for ensuring that its passport has the required period of validity, that it has all requested visas, carnets, supplementary insurances and potentially necessary vaccination records at its disposal and that it has taken out liability and, optionally, partial or comprehensive coverage insurance for its (for more details, see also under clause 15 "vehicles made available").

Insurance. The participation fee shall include supplementary foreign health insurance for participants with German citizenship and place of residence in Germany for the duration of the trip regarding the travel price. The terms and conditions of such insurance shall be enclosed to the travel description.

We recommend that you take out supplementary travel rescission cost / travel interruption, accident, liability and travel luggage insurance, as well as transport insurance for sea, flight or train freight.

Warranty Clause. The quoted prices shall be based on the current exchange rate at the time of the tender. In case of serious changes, the organiser reserves the right to corresponding subsequent billing / remuneration.

Prohibition of Alcohol and Behaviour. An absolute prohibition of alcohol (0.0 per mille) shall apply during the entire trip before and during the journey. In case of any violations of this regulation, the organiser shall be entitled to exclude alcoholised participants from any further participation. In this cases, the participation price will not be reimbursed. This shall also apply to any behaviour endangering the participant or others. The organiser's instructors shall be authorised to issue directives vis-à-vis the participant for the duration of the driving events.

Further Scope of the Duty to Perform. The driving events shall be guided and autonomously conducted by the instructors. The organiser shall solely provide their services within the framework of this contract, without being responsible for their proper conduct or making itself liable for breaches of duty by the instructors. The organiser shall solely be obliged to carefully select the instructors and to make sure that they will be insured against any liability damage caused outside the participating vehicles. The organiser shall take charge of the instructors' remuneration claim against the participant. Such claim shall be factored into the participation price. The ground to be driven on is suitable for being driven on in offroad operation. Accordingly, the condition of the ground, for ex. floor unevenness, stones, sand, mud, waterholes, branches, trees, etc., may cause damage resulting from the nature of an offroad ground.

Liability. If the organiser is required to pay for any damage on account of the statutory provisions in accordance with these provisions that has been caused by slight negligence, the organiser's liability shall be limited. The liability shall exist only in the case of violations of material contractual obligations and shall be limited to the typical damage foreseeable at the time the contract is concluded. Such limitation shall not apply to any violation of life, body and health. Regardless of any fault of the organiser, any liability of the organiser acc. to the Product Liability Act shall remain unaffected. The personal liability of the organiser's legal representatives, auxiliary agents and company employees for any damaged caused by them by slight negligence shall be excluded.

The same shall apply to the owners or other beneficiaries of the event ground. No-fault liability for defects in the vehicle provided shall be excluded. Accompanying persons not registered as participants shall not be permitted to stay on the event ground; any liability shall not be assumed.

Liability for Vehicles Made Available. The offroad vehicles made available by Mercedes-Benz will have fully comprehensive insurance coverage with a deductible of € 1,000.

The participant shall be obliged to pay such deductible to the organiser for any damage attributable to the participant or caused by the operational risk in the offroad vehicle made available. If the organiser is released from the duty to perform as a result of gross negligence by the participant or if any damage is caused as a result of any fault of the participant or the operational risk of the vehicle that is not covered within the framework of the fully comprehensive insurance, the participant shall be liable for any damage caused by the participant or its accompanying person.

If the participant takes part with its own or any vehicle not made available by Mercedes-Benz Offroad, it shall be liable for any damage resulting from such use within the framework of the statutory provisions. The participant shall be obliged to take out fully

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comprehensive insurance for any potential damage to its vehicle, also only for the duration of the event, as the case may be!

Right of Revocation. You make revoke your contractual statement within 14 days in text form (for ex. letter, fax, e-mail) without giving reasons. The revocation period shall start upon receipt of this policy in text form, but not prior to receipt of the goods at the recipient's (in case of recurring deliveries of the same goods not prior to receipt of the first partial delivery) and not before our information obligations in acc. with Article 246 Section 2 in conjunction with Section 1 Para. 1 and 2 EGBGB (Introductory Act to the German Civil Code) as well as our duties under Section 312e Para. 1 Sentence 1 BGB (German Civil Code) in conjunction with Article 246 Section 3 EGBGB have been fulfilled. The revocation period shall be deemed to have been observed by timely sending the revocation notice or dispatching the good. The letter of revocation is to be sent to:

Tufa GmbH
Mercedes-Benz Driving Events / Mercedes-Benz Offroad
Gewerbstraße 10a
D-78345 Moos
E-mail: info@mb-offroad.com
Telefax: +49-7732-970146
Phone: +49-7732-970147

Consequences of Revocation. In case of any effective revocation, the services received by either party must be given back and any benefits derived therefrom, if applicable (e.g. interest) must be returned. If you cannot return the received services to us or if you can return the services only in part or in deteriorated condition, you may have to compensate us accordingly. Any obligations to make compensation payments have to be fulfilled within 30 days. The period for you shall begin after you have sent your revocation notice or shipped the products, for us, after we have received them. Special notes: your right of revocation for a service shall expire prematurely if your contracting partner has started executing the service with your explicit consent before the end of the revocation period of if you have arranged for such service yourself.

Data Protection. This data protection notice provides you with information as to how your personal data will be processed in connection with the application for and participation in our events, as well as about the rights due to you.

Who is responsible for ensuring data protection?

Tufa GmbH
Mercedes-Benz Driving Events / Mercedes-Benz Offroad
Data Protection Officer Katharina Breuning
Gewerbstraße 10a
D-78345 Moos /
E-mail: datenschutz@tufa.de / datenschutz@mb-offroad.com
Telefax: +49-7732-970146
Phone: +49-7732-970147

What kind of data will be processed by us? Tufa shall only process personal data that we require in connection with the event and the related application. This shall include first name and surname, date of birth, address, phone number and e-mail address (participant and application data) and your invoice address as well as advertising and distribution data (e.g. to promote events which might be of interest to you).

For what purposes will we process your data (purpose of processing) and on what legal basis?

On account of your consent to data processing (Art. 6 Para. 1 Letter a GDPR): if and to the extent that you have given any consent to the processing of personal data, the respective consent

shall be the legal basis for the method of processing indicated there. This shall apply, for ex., to any receipt of electronic customer information (advertising and distribution data). You may revoke any consents with effect for the future at any time.

To meet contractual obligations (Art. 6 Para. 1 Letter b GDPR): your data shall be processed to initiate or implement our event contracts concluded with you, i.e., for example, to provide our services (implementation of the event and booking of trips).

On account of legal requirements (Art. 6 Para. 1 Letter c GDPR): Tufa is subject to different legal obligations entailing data processing. This includes, for ex., tax laws, especially within the framework of statutory accounting. Accordingly, we are obliged by law (Fiscal Code of Germany - AO) to store invoices and settlement data for ten years.

To whom will we disclose the data? Any disclosure of your data by Tufa within the company will be effected only to any Tufa departments that require such data to meet the contractual and legal obligations or to perform their respective duties (e.g. customer account managers, distribution and marketing). In addition, external bodies will be provided with your data without exception only they have been contractually obliged by us to meet their obligations as processors (Art. 28 GDPR) and warrant that they will process your data according to our directives. This includes, for ex., payment service providers and service providers in the field of travel and logistics. Moreover, we will disclose data only to individuals who have given us their consent to data processing.

Will we transmit data to third countries? Your data will be processed only within the European Union and in countries within the European Economic Area (EEA). Otherwise, you will always be separately notified thereof by Tufa in advance, including of the right that you may separately object to any such data transfer at any time. Exception: data relevant for hotel bookings or tickets.

How long will we store your data? Tufa will store your personal data only as long as this will be necessary to render the related services covered by the contract. In addition to the duration of the actual event, this also includes any data processing within the framework of the initiation and implementation of the related contracts, as well as any data processing for the purpose of subsequent contacting and reconciliation with previous events, but no longer than five years after the last communication following the completed event. In addition, Tufa is subject to different retention and documentation obligations resulting, inter alia, from the Commercial Code and from regulations under tax law (Fiscal Code of Germany - AO). The time limits specified there for retention resp. documentation are five to ten years. Finally, the storage period is also governed by the statutory limitation periods, which may be, for ex. according to the Civil Code, two years.

Is there any obligation to provide personal data? Within the framework of our business relationship, you must only provide any personal data that is required to establish, implement and terminate the event. Otherwise, it will not be possible, however, to conclude the contract and to take part in the events. The provision of personal data beyond that is not prescribed by law.

Do we make use of automated individual decision-making? To establish and implement the business relationship, we do basically not use automated decision-making acc. to Art. 22 GDPR. If we implement such procedures on a case-by-case basis, we will separately inform you thereof.

To what extent will we use your data for profiling? Tufa does not make use of so-called "profiling" acc. to Art. 4 No. 4 GDPR

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within the framework of the application and the registration process. Nevertheless, we create a user profile based on the participant data within the framework of our newsletter service. This includes processing of the postcode, of the nature of the training hitherto booked (e.g. targeted addressing of participants) and of the age.

What rights to you have? You have the right to request confirmation at any time as to whether we process personal data, as well as the right to be provided with information about such personal data.

In addition, you are entitled to claim correct, deletion and restriction of data processing, and you have the right to lodge an objection against any processing of personal data at any time or to revoke your consent to data processing at any time or to demand data transmission. Moreover, you have the right to lodge a complaint with a supervisory authority in case of any data breaches.

Case-by-Case Right of Objection. You have the right to lodge an objection at any time against any processing of personal data related to you that is effected based on Art. 6 Para. 1 Letter f GDPR (data processing based on the weighing of interests) for reasons resulting from your specific situation. This shall also apply to any profiling having regard to this provision within the meaning of Art. 4 No. 4 GDPR. If you lodge any objection, your personal data will no longer be processed, unless Tufa produces evidence of any compelling legitimate grounds for such processing that outweigh your interests, rights and freedoms or such processing serves to assert, exercise or defend legal claims.

Right of Objection Against Processing of Data for Direct Advertising Purposes. Tufa may process your data within the framework of the statutory provisions, also for direct advertising. You have the right to lodge an objection against any processing of personal data related to you for the purpose of such advertising at any time, without this resulting in any costs other than the transmission costs acc. to the basic rates. This shall also apply to any profiling to the extent it is associated with such direct advertising. If you object to any processing for direct advertising purposes, we will no longer process your personal data for such purposes. The objection may be lodged in each case without observing any formal requirement. The contact details can be found above.

Final Provisions. All agreements must be laid down in writing. This shall also apply to side agreements and warranties as well as to subsequent contractual amendments. If any provision of this contract is ineffective or becomes unenforceable, this shall not affect the validity of the remaining provisions of this contract. The contracting partners shall agree in good faith on a regulation which shall be equivalent to or come closest to the ineffective provision within the framework of what is reasonable. The place of jurisdiction for claims from this contract shall be Konstanz if the participant does not have a place of general jurisdiction in Germany or if the participant, on whom the claims is to be made, has relocated its place of residence or habitual abode away from Germany following the conclusion of the contract or if the participant's place of residence or habitual abode is not known at the time of institution of legal proceedings.

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