

# Conditions of participation

# Mercedes-Benz Offroad / Journeys 2016

(For driving seminars and other events different conditions of participation - enclosed to the particular itinerary - are valid.)

**1. Kind of journey.** All journeys offered are no motor sport but touristic events. Nevertheless the journeys cannot be seen as package tours in conventional meaning. Unavoidably these facts comprise certain risks which can cause disturbances in the arrangements offered as the journeys described partly lead along areas yet unexplored in terms of tourism. Especially abroad disturbances alongside the route, cancellation of services or related services as well as necessary additional services may appear, respectively date arrangements might be changed which cannot be foreseen by the tour operator. Furthermore, disturbances during the journey or the cancellation of a journey due to acts of God may emerge (e. g. riots, strike, natural disasters, etc.). Partially the routes chosen are ancillary roads and the daily stages can take more time than described in the program. Damages can appear due to the poor state of the roads. In fact incidents similar to an expedition may occur. On behalf of our customers we reserve us the right to modify the routes drastically or, amongst others, shift the services arranged if this seems to be advisable due to changes just happening or such announcing in our target countries and meanwhile travelling there. In case of natural disequilibrium, environmental distress, political issues or similar reasons, for example.

**2. Registration and services.** Registration is exclusively possible by the registration form of Mercedes-Benz Offroad which will be forwarded on request. The registration is binding once it was confirmed written by the tour operator Mercedes-Benz Offroad (Tufa GmbH – licensed publisher and tour operator of Mercedes-Benz Offroad by the Daimler AG). The confirmation or denial will be carried out within two weeks after receipt of registration. The tour operator is authorized to entrust third parties to conduct the event. The price of the journey includes all services mentioned in the itinerary.

**3. Changes and cancellations.** Places of the event, program courses and contents could be changed provided that modifications have to be made due to acts of God, diseases of the suppliers on location or contracted services of third parties which are not carried out without the tour operator being responsible for this. Equal services will be offered to the participant in case of alterations. If the event is fully booked, the prospective customer will be informed immediately, at the latest within two weeks after receipt of registration. Participation fees already paid will be immediately refunded. If the minimum number of participants stated in the registration form is not achieved, the tour operator is reserved the right to withdraw from contract until the date of invoice. In the event of this, any participation fees already remitted will be repaid immediately.

**4. Vehicles.** Participation in events of Mercedes-Benz Offroad is exclusively possible with the participant's own or – if pointed out solely in the registration form – an off-road vehicle provided by Mercedes-Benz. To participate with one's own off-road vehicle is exclusively possible if this vehicle is a G-, GLS-, GLE-, GLC- or GLA-Class of Mercedes-Benz\*. Conditions applied see item 15. In case of provided vehicles there cannot be claimed a certain one.

**5. Prices.** Prices quoted in the particular itinerary are valid. Travel expenses are to be balanced after receipt of invoice, however at the latest on the stated date of payment.

**6. Rebooking and cancellation.** Rebooking (also in case of disease) is only possible until the date pointed out as deadline in the itinerary. If a registration already being processed is cancelled, the conditions listed in the itinerary as well as the general terms and conditions of the travel cancellation expenses insurance will be applied. In the event of non-attendance without cancellation 95 % of the events price are to be paid. Cancellations have to be send in written form, timeliness will be defined by the incoming mail at the tour operators' premises. The customer is reserved the rights to prove that the tour operator has not suffered any or rather lower disadvantages or expenses than the flat rates quoted. 8 weeks before date of departure/shipment the travel cancellation expenses insurance becomes effective. Time limits of cancellation:

- Cancellation until 6 weeks before date of departure/shipment deposit stated
- From 6 weeks of departure 100 % of total price

**7. Rebooking and cancellation (corporate clients and groups).** If a registration of corporate groups (5 or more participants) already recorded is being cancelled, generally 95 % of the whole costs will be charged after receipt of booking.

**8. Driving license and participation.** The participant ensures that he is in possession of a valid driving license to conduct automobiles during the event. The participant is obliged to allow insight in his driving license.

**9. Regulations of passport, visa, health and insurance.** It is the participant's own responsibility to ensure that his passport is valid as required as well as he is in possession of all visa, carnets, additional insurances and potential proofs of vaccination requested. Furthermore, in view of the countries concerned, the participant is obliged to contract insurance for his car regarding automobile third party liability, limited or comprehensive cover (see also item 15, vehicles placed at disposal).

**10. Accident insurance.** For the period of the off-road event a travel cancellation expenses insurance, an accident as well as an additional health insurance abroad for participants residing in Germany are included in the participation fee. The terms and conditions of these insurances are attached to the itinerary. Additionally, we recommend a third party liability as well as a luggage insurance. Beyond a transport insurance in case of sea or train freight etc. is recommended.

**11. Currency clause.** The prices quoted are based on the current exchange rate valid in time of the itinerary. In case of serious changes the tour operator reserves himself the right of a subsequent billing/a corresponding allowance.

**12. Interdiction of alcohol and behavior.** Throughout the journey an absolute interdiction of alcohol before and meanwhile driving (0,0 one tenth of percent) is to be obeyed. If a participant violates this interdiction, the tour operator is authorized to suspend boozed persons from further participation. In this case costs of participation will not be refunded. This will also be applied if any participant behaves in a way that either endangers himself and other participants. Meanwhile driving events the tour operator's instructors are authorized to issue directives to the participants.

**13. Further contents of service obligation.** The driving events are guided and conducted self-dependent by the instructors. The tour operator only supplies their services within the scope of this contract without being liable for their duly behavior or any violation of the instructors duty. The tour operator is merely obliged to choose the instructors carefully and mind them being insured against claims of third party liability derived from incidents beyond participating vehicles. The instructor's right of allowance to the participants is balanced by the tour operator. These costs will be allocated to the costs of the journey. The area on which is driven is suited for driving vehicles with off-road equipment in use. Due to the area's character – for example, ground bumpiness, water holes, branches, trees, etc. – there can emerge damages resulting from the characteristic of an off-road area.

**14. Liability.** If the tour operator is to bear the damage resulting from slight negligence due to legal regulations in line with these regulations, the tour operator is liable limited. Liability can only be applied in case of violation of essential contractual duties and is limited on the predictable typical damage by the time of contract conclusion. This limitation is not applied in case of damage to life, body and health. Independent of the tour operator's default, a possible liability of the tour operator according to the Product Liability Act remains unaffected. Personal liability of the legal representatives, auxiliary persons and employees of the tour operator is excluded for damages caused by them in consequence of slight negligence. Equal methods are applied concerning the owners or other authorized persons of the area on which the training takes place. Liability regardless of negligence for defects on the vehicle provided is excluded. Persons who are not registered as participants are not allowed to linger on the area; liability will not be assumed.

**14. Liability for vehicles provided or own vehicles.** The vehicles provided by Mercedes-Benz Offroad are comprehensively insured with an excess of 1000.-- €. The participant is obliged to remit this excess to the tour operator in case of damages caused by him or by the operational risk upon the off-road vehicle provided. If the tour operator freed of all claims in consequence of gross negligence of the participant or will there emerge damages caused in consequence of the participants default or the operational risk which are not covered by the comprehensive insurance, the participant is liable for all damages caused by himself or his attendant. Does the participant attend the event with his own vehicle or a vehicle not provided by Mercedes-Benz Offroad, he is liable in scope of legal regulations for all emerging damages which were caused by this utilization. The participants is responsible on his own to contract a comprehensive insurance – possibly only for the period of the event – concerning possible damages upon the own vehicle.

**15. Final regulations.** All agreements have to be in written form. This also applies to additional agreements and promises as well as supplementary alterations of contract. Validity concerning the regulations of the contract is not affected by a single regulation becoming invalid or impracticable. Any invalid or impracticable regulation will be substituted as well as possible by a similar or an equivalent regulation in scope of reasonability in good faith by the contracting parties. In case the participant has no general court of jurisdiction within the country or the participant who is to be claimed has relocated his residence or general domicile abroad or his residence or general domicile is not known at the point of time when legal action is taken, the court of jurisdiction for claims of this contract is Konstanz.