

Terms and Conditions of Participation in Mercedes-Benz Driving Events

1. Event Organizer and Formation of Contract

Daimler AG or rather the Mercedes-Benz Museum GmbH has engaged BKP GmbH, Münchner Strasse 24, 85774 Unterföhring, Germany, to hold the events. BKP GmbH holds the events in its own name and for its own account. The event organizer is BKP GmbH.

By sending the application form, you are making a binding offer of a contract. Receipt of your booking will be confirmed as soon as your booking has been received without any technical problems. This confirmation also represents our declaration of acceptance with which a binding contract is formed. The declaration of acceptance is enclosed with our invoice.

Companies and groups also have the option of registering using a registration form. Registration becomes binding as soon as BKP GmbH has confirmed it in writing.

2. Fee

As well as the theory and practical training, the fee includes catering – except in the case of on-site eco training. If a course lasts more than one day, hotel accommodation with full board is also included. The event fee does not include travel cancellation insurance. If the participant withdraws before the start of the event, cancellation costs may be incurred. Taking out a suitable insurance policy is therefore recommended.

3. Training Vehicles

The training vehicles will be provided. There is no entitlement to a particular vehicle.

4. Changes

The program itineraries and program content are subject to change.

5. Changes to Bookings

Changes to bookings must be made in writing. Requests for changes to bookings must be made to BKP GmbH. Bookings may only be changed (including in case of illness) in respect of individual participants, only for the respective other event date of the Mercedes-Benz & Friends Advanced Trainings and only up to 14 days before the start of the training. The fee for changing a booking is €47.60 per person, incl. VAT.

6. Cancellation Provisions

a. Cancellations must be made in writing. Timeliness of the cancellation is determined by when it is received by BKP GmbH. In the event of non-attendance without timely cancellation, the full event fee must be paid. This is without prejudice to the right of the participant making the cancellation to prove that a loss was not actually incurred, or that a substantially lower loss was incurred, as a result of the cancellation.

b. Cancellation Provisions for Individual Participants (Including in Case of Illness): The following provisions apply if the individual participant cancels his or her booking for an event:

- In the event of cancellation up to 71 days before the event: €47.60 incl. VAT
- In the event of cancellation 14 to 8 days before the event: 30% of the event fee
- In the event of cancellation 7 to 4 days before the event: 50% of the event fee
- In the event of cancellation 3 or fewer days before the event: 100% of the event fee

7. Cancellation by Mercedes-Benz Driving Events

If the minimum number of participants is not reached, Mercedes-Benz Driving Events reserves the right to cancel the contract up to five days before the event is due to start. In this case, Mercedes-Benz Driving Events will reimburse the event fee. Participants will not be reimbursed for any expenses incurred in traveling to the event location.

8. Valid Driver's License

Participation in Mercedes-Benz Driving Events is only open to holders of a valid driver's license for driving passenger cars. The participant is required to present his or her driver's license for inspection upon request.

9. Alcohol Consumption

The consumption of alcohol is totally prohibited during driving events (0.00 percent). If this provision is breached, Mercedes-Benz Driving Events is entitled to exclude the participant from taking any further part in the event. The event fee will not be refunded in such cases.

10. Disciplined Behavior

The participant must behave in a disciplined manner during driving events. For the duration of driving events, the instructors from Mercedes-Benz Driving Events have the authority to issue instructions to the participant.

11. Deductible in the Event of Damage

The vehicles supplied by Mercedes-Benz Driving Events are comprehensively insured with a deductible of €1,000.00. If the supplied vehicle sustains damage, the participant is obliged to pay this deductible to the event organizer. At the event organizer's discretion, the participant can be released from this obligation if the damage occurred during a driving exercise in which the participant demonstrably followed the instructor's instructions. If the insurer is not liable to pay out because of gross negligence on the part of the participant, or if, owing to fault on the part of the participant, the vehicle sustains damage that is not covered by the fully comprehensive insurance, the participant is liable for all damage caused by himself/herself or any person accompanying him/her.

12. Terms of Payment; Offsetting

The participant may offset his or her counterclaims against claims only if the participant's counterclaim is uncontested or if entitlement has been confirmed by a non-appealable court decision; the participant has a right of retention only in so far as it is based on claims arising out of this contract.

13. Accident Insurance

The event fee includes accident insurance for the duration of the training event with the following benefits:

- In the event of death: €260,000.00
- In the event of invalidity: €500,000.00 (in the event of incapacity resulting from accident or illness, compensation will only be paid if the verified degree of invalidity is greater than 33 percent)
- Recovery costs allowance of up to €10,000

14. Liability

If BKP GmbH is obliged, in accordance with the statutory provisions and these Terms and Conditions to pay compensation for loss caused by simple negligence, then BKP GmbH's liability will be limited as follows: BKP GmbH will be liable only for the breach of material contractual obligations and this liability will be limited to the typical loss foreseeable at the time the contract is signed. This limitation does not apply in the case of death or personal injury. The statutory representatives and company personnel of BKP GmbH, and agents engaged by BKP GmbH to assist it in the performance of its obligations, will bear no personal liability for any loss or damage caused by their own simple negligence. The same applies to liability of the owners of or other parties with rights over the land on which the training is taking place. Strict liability for defects in the vehicle supplied is excluded.

15. Companions

Persons accompanying the participant must be registered. A catering charge/accommodation costs may be incurred. 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. As the team will be busy attending closely to the participants during the events, they will not be able to look after spectators or other persons accompanying the driver.

16. Privacy

We collect and store the data that we receive from you (address data, telephone numbers, email address, class of driver's license) in order to process the booking and to settle any subsequent warranty claims to confirm receipt of your booking and conclusion of the contract; we also use it to communicate with you. We only use your telephone numbers in order to contact you at short notice.

Furthermore your contact details (Surname, Name, ClubCard-ID) will be forwarded to the Mercedes-Benz Museum GmbH in order to check the validity of your clubmembership.

Your data will also be used for marketing purposes including, but not limited to, informing you about the training that we offer. When you visit our website, the domain name or IP address of your computer is stored for no longer than seven days before being deleted.

You consent to our sending the data required for a credit check to our payments processing provider and to our using the information received for the purposes of concluding the contract.

You have the right to withdraw consent for your data being used for marketing and market research and to withdraw your consent for the credit check at any time. Notification of withdrawal must be made to BKP GmbH.

17. Cancellation Right

Under distance-selling contracts, customers have a right of cancellation except in accordance with section 312g (2) sentence 1 no. 9 German Civil Code (BGB). There is no cancellation right for travel events booked online (section 312g (2) sentence 2 BGB) – in our case the multi-day events in Sweden and Austria.

Private customers do not have a cancellation right in respect of training events in Germany; corporate customers do have such a cancellation right.

You are entitled to cancel this contract within 14 days without providing a reason. The cancellation period is 14 days from the date on which the contract was formed. In order to exercise your right to cancel, you must send a clear declaration of your decision to cancel the contract by letter, fax, or email to BKP GmbH, Münchner Strasse 24, 85774 Unterföhring, Germany, tel +49 (0)89 950 6079, +49 (0)89 950 6079, info@mercedes-benz.driving-events.de. 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.

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.

18. Concluding Provisions

All agreements must be documented in writing. This also applies to collateral agreements, representations and warranties, and subsequent contract amendments. Should any provision of this contract be ineffective or become unenforceable, this does not affect the validity of the remaining provisions of this contract. The parties will make all reasonable efforts in good faith to replace the ineffective provision with a provision that comes as close as possible to the ineffective provision in terms of legal and commercial outcome. If the contract is concluded with a non-German party, the contractual relationship is governed solely by the law of the Federal Republic of Germany. The exclusive place of jurisdiction for all claims under this contract is Munich if the participant has no general place of jurisdiction in Germany, moves his or her domicile or place of habitual residence abroad after conclusion of the contract, or if his or her domicile or place of habitual residence is unknown at the time the action is filed.

Legal Notice

Mercedes-Benz Driving Events

Event organizer:

BKP GmbH

Münchner Strasse 24

85774 Unterföhring, Germany

Tel: +49 (0)89 950 605 1

Fax: +49 (0)89 950 6079

Email: info@mercedes-benz.driving-events.de

Managing Director: Michael Butz

VAT registration no.: DE129308338/HRB 89654

Tax no.: 143/122/70480