

BMW AND MINI DRIVING EXPERIENCE REGISTRATION FORM

 Voucher order

Please complete the form in block letters and return it to us by post, fax or e-mail: BMW and MINI Driving Experience, Daimlerstrasse 19, 85748 Garching-Hochbrück, fax: +49 (0) 89 - 1250 16 333*, e-mail: drivingexperience@bmw.com. Or register online now at www.bmw-drivingexperience.com. If you have any questions, you can contact us by telephone on +49 (0) 89 - 1250 16 444*.

*At the current local rate.

Applicant (if differing from participant)

(Please indicate the correct business / private invoicing address.)

Company

Surname Nationality

First name Date of birth

Address

City and postcode

Telephone number (business / private)

Mobile

E-mail

VAT number

Vehicle/type, model (If authorized BMW dealer: dealer number and stamp.)

Participant

Title Nationality

Surname

First name Date of birth

Value of the voucher

Please enter the desired euro amount for your voucher.

Payment options

The due date for payment of the participation/voucher is in accordance with figure 3 of the Terms and Conditions.

 Remittance

Please transfer the payment under specification of the invoice number to the following bank account of the BMW M GmbH:

Deutsche Bank München	
Name of bank	
DE 07 7007 0010 0150 4430 00	DEUTDEMMXXX
IBAN	SWIFT(BIC)

Please note: Due to safety regulations of the payment card industry (PCI-DSS) we cannot accept credit card payment anymore on this form. In the future credit card payment is only accepted on our online booking system at www.bmw-drivingexperience.com.

Data protection

The confidentiality and integrity of your personal data is of particular concern to us. Your personal data is used in strict accordance with German data protection laws and will not be transferred to any third parties without your consent. The BMW M GmbH collects, processes and uses your indicated personal data only for the purpose of processing your application for the BMW and MINI Driving Experience (e.g. necessary inquiries or document distribution).

Consent for the use of personal data for marketing purposes

If you might wish to be cared also beyond the BMW and MINI Driving Experience in a best possible way, it will be necessary to give your consent for the further use of your personal data as outlined in the following:

- I agree that BMW M GmbH can also process and use my personal data for the purposes of customer care (e.g. invitations for exclusive events, information about new products or services, posting of customer magazines) and market/opinion researches and also transfer my personal data for these purposes to BMW AG, 80788 Munich, and to affiliated companies of BMW AG and the BMW Dealer Network.
- I also agree to being contacted by e-mail for the aforementioned purposes.
- I also agree to being contacted by telephone/text message for the aforementioned purposes.

Upon request, I can inform myself during normal working hours about my personal data that is stored at BMW M GmbH and BMW AG via e-mail to drivingexperience@bmw.com or via telephone +49 (0) 89 - 1250 16 444 (at the current local rate) and via e-mail to kundenbetreuung@bmw.de or via telephone +49 (0) 89 - 1250 16 000 (at the current local rate) and can ask for corrections, deletions or blocking of my personal data to be made. I can withdraw my consent at any time with future effect via the e-mail addresses and phone numbers mentioned above should I have objections against the collection, processing and use of my personal data.

Location, date

I ACCEPT THE TERMS AND CONDITIONS ISSUED AS BINDING.

Signature of applicant

BMW AND MINI DRIVING EXPERIENCE

TERMS AND CONDITIONS

The following conditions apply to the participation in the BMW and MINI Driving Experience provided by BMW M GmbH Gesellschaft für individuelle Automobile (hereinafter referred to as "BMW M").

1. Conclusion of the Participation Contract; Storage of Contract Text

Any application shall be binding within the framework of the statutory provisions (Sections 145 to 147 of the German Civil Code (BGB)). The contract of participation is not valid until acceptance of applicant's application by BMW M. Applicant hereby waives the need to be notified of acceptance according to Section 151 of the German Civil Code (BGB). BMW M will without undue delay send a confirmation or information about a refusal to the address of the applicant stated in the application.

If the contract has been concluded by means of teleservices and/or teledemia (e-commerce contract), e.g. if the application has been made via the website of the BMW and MINI Driving Experience, the text of the contract, as well as the application data, will be electronically stored by BMW M. This data, however, is not accessible via internet once the application has been submitted electronically. These terms and conditions in their most up-to-date version are available via the internet website of the BMW and MINI Driving Experience.

2. Consumer Rights

In accordance with legal requirements, subject to the statutory exceptions outlined below, the applicant shall have a right of withdrawal for a period of 14 days in the following instances:

- The registration is made by a natural person for a purpose that cannot be attributed to either the commercial or independent occupation of the applicant and the contract entered into with BMW M is a consumer contract in terms of § 312 Para. 1 of the German Civil Code (BGB) and
- The contract was entered into exclusively via remote means of communication (e.g. booking via the Internet, telephone hotline or e-mail) (distance selling regulations in terms of § 312c Para. 1 of the German Civil Code (BGB)) or concluded or initiated away from the premises of BMW M.

A right of withdrawal does not apply if

- the contract entered into remotely with BMW M includes a specific date or period for rendering the services owed (e.g. if a specific date is booked at the time of registration),
- the service owed by BMW M under a contract entered into remotely involves the training course and (at least) one overnight stay, thereby involving a travel service in terms of § 651a of the German Civil Code (BGB), or
- the contract initiated or concluded away from the premises of BMW M regarding a travel service in terms of § 651a of the German Civil Code (BGB) is based on a verbal agreement entered into with the consumer/applicant's previous order.

Vouchers are automatically invalidated in case of revocation and do not need to be returned to BMW M. Sending back the vouchers may entail own expenses. Invalidated vouchers shall be destroyed without undue delay and must not be used any longer.

INSTRUCTIONS REGARDING WITHDRAWAL

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (BMW M GmbH Gesellschaft für individuelle Automobile, BMW und MINI Driving Experience, Daimlerstraße 19, D-85748 Garching-Hochbrück, Phone: +49 (0) 89 – 125016 444, Fax: +49 (0) 89 – 1250 16 333, Email: drivingexperience@bmw.com) your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested the provision of services to start during the withdrawal period (in particular, this also includes you or the person named in the registration turning up to and participating in the driver training course), you shall pay us a reasonable amount that is in proportion to the services that were provided up to the point at which you informed us that you would be exercising your right of withdrawal with regard to this contract, compared with the full coverage of the services in the contract.

END OF WITHDRAWAL INSTRUCTION

3. Due Date of the Participation and Voucher Price

For training courses that contain at least one overnight stay, the following applies: Upon conclusion of the contract, a deposit of 20 % of the cost of the training course is due immediately. However, in such cases, the due date only comes into force once the insurance certificate has been issued in terms of § 651k Para. 3 of the German Civil Code (BGB). The remaining amount of the training course fees is due 21 days before the training course commences without further notice.

For one-day training courses and vouchers, the following applies: The participation price is due in full immediately.

4. Participation in the Training

4.1 The confirmed participation date shall be binding. If the applicant is prevented from participating for compelling reasons and requests another date by stating these reasons and BMW M fixes another available date, BMW M shall charge a transfer fee equivalent to the cancellation fee according to clause 8 below.

4.2 The applicant may request that in place of him or the person named in the application a different natural person participates in the training, if such a person fulfills the participation conditions set forth in clause 4.3 below. BMW M may charge the applicant the additional costs, if any, arising due to such request.

4.3 Only persons shall be qualified for participation, who, at the time of the training course, are at least 18 years of age and hold a valid driving licence and who are not subject to a driving ban imposed by competent authorities. Accompanied driving at an age of 17 years according to Section 48a of the German Driving Licence Decree is only permitted for BMW and MINI Safety Trainings and under the further requirements of the German Driving Licence Decree.

The participant shall present his or her valid driving licence prior to the start of the training course and shall have no right to participate in the training course if he/she fails to do so. For safety reasons participants of German-language trainings need to have adequate skills in German language to

understand and follow the instructions of the BMW M training personnel. For the same reasons, participants of English trainings need to have adequate skills in English language. If the participant does not meet the language requirements he or she needs to arrange on his or her own cost the translation of such instructions of the BMW M training personnel by a duly qualified translator competent in particular with respect to vehicle specific terms and expressions.

4.4 The participation price is payable irrespectively of a participation in the booked training. This applies in particular if the participation is excluded according to clause 4.3 above or the participant is expelled according to clause 7. Clause 8 shall not be affected by this clause.

4.5 The participant may not take part in the practical part of the training without having attended the theoretical part of the training. If the participant is missing essential parts of the theoretical training he or she cannot attend the rest of the training. If there is no such theoretical part of the training, the participant must at least take part in a practical instruction to the vehicle. Without such a practical instruction he or she cannot participate in the training.

4.6 **The participant shall solely be responsible for due compliance with all applicable passport, visa and health and safety requirements of the country in which the training takes place.**

5. Insurance Coverage for Participants

In order to cover the accident risks existing within the framework of the training, BMW M shall take out accident insurance for the participant with the following coverage:

- Death € 100,000
- Disability € 200,000
- Medical expense subsidy € 2,500

The costs for the accident insurance shall be included in the participation price. As a condition precedent for the conclusion of the abovementioned accident insurance, the registration application(s) together with all relevant personal data must have been received by BMW M no later than two working days prior to the scheduled start of the training. Participants registered at a later time shall not be covered by said insurance. Insurance coverage shall be excluded if and to the extent such insurance coverage would violate EU sanction (e.g. due to Regulation (EU) 267/2012).

6. Liability

6.1 The participant takes part in training and moves onto the area of the BMW and MINI Driving Academy as well as any other training area at his or her own risk. The liability of BMW M conforms with the following standards:

For training courses including accommodation BMW M's liability shall be limited to three times the participation price in cases of simple negligence or to the extent the damage was caused merely due to the fault of a service provider. The above limitation of liability includes only contractual claims for damages.

For other training courses BMW M shall only be liable to the extent that damages of the participant were due to gross negligence or in case of infringements of material contractual duties such as, for instance, those duties and obligations the contract is deemed to impose upon BMW M according to its spirit and purpose and the very performance of which is deemed to be necessary for a due and careful fulfillment of the contract, and which may with good reasons permanently be relied on by the participants; said liability shall be limited to the typical damage as it is foreseeable upon execution of the contract.

The limitation of liability stipulated herein above shall not apply in cases of intentional behavior and to damages to the life, body or health of a participant.

6.2 As far as damages are covered by insurance (except for insurances of fixed sums) that was concluded by the participant with respect to the relevant damage case, BMW M shall only be liable for disadvantages, if any, connected therewith for the participant such as, for instance, higher insurance premiums or disadvantages in terms of interest payments until settlement by the insurance company.

6.3 The liability of the participant towards the BMW M is limited to 2,500 Euro, if the participant can prove that he or she is only responsible for a slight negligence.

7. Rules of Behavior for Participants during training courses

During training courses, the participant shall be obliged to behave with utmost discipline and shall comply with all instructions of the BMW M training personnel.

Note that the training courses are of an athletic nature and require the participants to have a strong physical constitution and mental state.

For reasons of safety, all participants shall, throughout the entire training course, be prohibited from overtaking others and this shall also apply when driving in sectors belonging to the public road traffic. Exceptions to this prohibition shall be subject to explicit instructions to be given by the responsible instructor of BMW M.

Throughout the entire active driving part of the training course, an absolute alcohol ban shall apply (blood alcohol limit: 0.0).

Any participant who infringes the above requirements or who is reasonably suspected of alcohol consumption may be totally or partly expelled from the further participation.

8. Withdrawal by the Applicant (Cancellation)

The applicant is – irrespectively of any statutory right of withdrawal – entitled to withdraw from this contract at any time before the start of the training course, in accordance with Article 8. In case of cancellation the following cancellation fees shall be charged instead of the participation price:

In the case of one-day training courses without accommodation:

- from the booking of the training course until no later than the 28th day prior to the start of the training course: 10 % of the participation price;
- from the 27th until the 15th day prior to the start of the training course: 25 % of the participation price;
- from the 14th until the 8th day prior to the start of the training course: 30 % of the participation price;
- from the 7th day prior to the start of the training course or in case of nonattendance: 100 % of the participation price.

For all other training courses:

- from the booking of the training course until no later than the 71st day prior to the start of the training course: 10 % of the participation price;
- from the 70th until the 41st day prior to the start of the training course: 20 % of the participation price;
- from the 40th until the 21st day prior to the start of the training course: 30 % of the participation price;
- from the 20th until the 8th day prior to the start of the training course: 60 % of the participation price;
- from the 7th day prior to the start of the training course or in case of nonattendance without prior notice: 100 % of the participation price.

The applicant shall, however, be entitled to give evidence that BMW M did not suffer any damage at all or that the damage incurred is less than the cancellation fee charged.

If the invoice address changes after booking, an administration fee of 15 Euro will be charged.

BMW AND MINI DRIVING EXPERIENCE TERMS AND CONDITIONS

Cancellations must be made in writing in order to be effective. The time limits set forth above refer to the receipt of the written statement of cancellation by BMW M.

9. Postponing and Cancellation by BMW M

BMW M reserves the right to postpone or completely cancel a training course due to lack of a sufficient number of participants, i.e. 50% of the tickets offered for the particular training or such smaller number published by BMW M prior to the conclusion of the contract, no later than 28 days prior to the scheduled start of the event. In such a case, the participation price shall be reimbursed completely. Further claims of the applicant and/or participant shall, however, be excluded.

10. Applicable law and jurisdiction

The exclusive place of jurisdiction for any present and future claims arising from the business relationship with traders and business people shall be Munich. Said place of jurisdiction shall also apply in the event that the applicant is not subject to general jurisdiction in the domestic country or, after conclusion of the contract, transfers his or her place of domicile or habitual residence to a foreign country or if his or her place of domicile or usual residence is unknown

at the time of the filing of an action.

Without prejudice to mandatory consumer protection laws the applicable law for any disputes arising from or in connection with the participation contract shall exclusively be the law of the Federal Republic of Germany.

Important Information concerning BMW M

Address where documents can be served: BMW M GmbH Gesellschaft für individuelle Automobile, Daimlerstr. 19, D-85748 Garching-Hochbrück. BMW M is registered in the commercial register of the local court of Munich under HRB 44621, its legal representatives are: Franciscus van Meel and Anita Tonini.

VAT identification no.: DE 811163077.

Last revision: March 2015

BMW AND MINI DRIVING EXPERIENCE SAMPLE WITHDRAWAL FORM

(If you want to withdraw from the contract, please fill out this form and return it to us.)

To
BMW M GmbH Gesellschaft für individuelle Automobile
BMW und MINI Driving Experience
Daimlerstraße 19
D-85748 Garching-Hochbrück

E-Mail: drivingexperience@bmw.com

I/we (*) hereby withdraw from the contract I/we (*) entered into to purchase the following goods (*)/
receive the following service (*)

Ordered on (*)/ received on (*)

Consumer name

Consumer address

Consumer signature (for notification on paper only)

Date

(*) Delete as appropriate.