

# BMW AND MINI DRIVING EXPERIENCE.

## SPECIAL CONDITIONS OF PARTICIPATION AT BMW M TRACK DAY.

The following conditions of participation contain regulations for the BMW M Track Day event (hereinafter referred to as "training course") organised by BMW M GmbH Gesellschaft für individuelle Automobile (hereinafter referred to as "BMW M"). They only apply in conjunction with the BMW and MINI Driving Experience Terms and Conditions (hereinafter referred to as "Driving Experience T&Cs") and supplement these, unless indicated otherwise. In case of doubt, these conditions of participation take priority over the Driving Experience T&Cs.

### 1. Content and objectives of the training course

- 1.1 The training course is a driving training event staged on a race track that is closed to the public for the duration of the event.
- 1.2 The training course is aimed at BMW M customers and clients of BMW M Customer Racing. The training course typically contains the following elements:
  - (i) Free driving either with participants' own road-legal BMW M cars or participants' own non-road-legal BMW M Customer Racing cars;
  - (ii) Instructed driving in road-legal BMW M cars supplied by BMW M;
  - (iii) Instructed test drives in BMW M Customer Racing cars supplied by BMW M;
  - (iv) Riding as a passenger in a BMW car driven by a certified BMW instructor / licensed (motor) racing driver (taxi laps);
  - (v) Racing licence courses (grade: DMSB National A).

The exact content depends on the particular course being offered and the participant's registration.

All active driving elements are preceded by a compulsory safety briefing.

- 1.3 All elements aim to improve the participants' driving skills and make them safer drivers. The participants should learn how to safely control their vehicle on public roads (road-legal cars) or in a motor sport environment (non-road-legal racing cars), mainly by practising on their own, performing guided practical driving exercises in cars from BMW M and/or completing comprehensive racing licence courses. None of the training course elements, including those using racing cars, involve trying to reach a highest speed or complete an exercise in the shortest time; there is no competition between the participants.

### 2. Requirements of the participants

- 2.1 To avoid any misunderstanding, it should first be noted that all participants must fully meet the requirements set out in the Driving Experience T&Cs. These include most notably:
  - Being at least 18 years of age;
  - Holding a valid driving licence and not being subject to a driving ban;
  - Possessing adequate language skills for the language the training course will be conducted in;
  - Attendance at the theory element of the training (in this case the safety briefing or extended theory for racing licence courses) before taking part in the practical driving exercises.
- 2.2 BMW may let participants as young as 16 take part in the training course if they are in possession of a car racing licence as defined by the Deutscher Motor Sport Bund e. V. (DMSB) or another similar motor sport federation.
- 2.3 The participant must be both the owner and registered keeper of the vehicle they use at the training course. If this is not the case, the participant must present a written declaration from the vehicle owner and registered keeper (two separate declarations are required if they are not the same person) as per the sample declaration enclosed with these conditions of participation.
- 2.4 In view of the sporting nature of the training course's various elements, the participant must be in an appropriate physical and mental condition. This applies in particular to parts of the training course involving high-speed driving exercises or riding as a passenger at high speeds. Should the participant have any doubts regarding their physical condition, they are advised by BMW M to undergo a medical examination beforehand. If the participant suffers any physical or mental problems during the training course, they must inform the training personnel immediately and refrain from taking any further part in the training course until the problem has been evaluated, if necessary by consulting a medical practitioner. BMW M reserves the right to stop anyone from participating at any time if they are not in an appropriate physical and/or mental condition.

### 3. Requirements of the vehicles

- 3.1 It is only possible to take part in the training course with either road-legal BMW M vehicles (including M Performance models) or non-road-legal BMW M Customer Racing vehicles. The participant must state what vehicle they wish to take part with when registering.
- 3.2 The participant's vehicle must be in perfect working order and in a roadworthy condition. The vehicle maintenance must be up to date. Road-legal vehicles must have a valid technical inspection badge (TÜV). BMW M will carry out visual inspections of the vehicles during the training course to check their condition.
- 3.3 The participant's vehicle must be fitted with a towing device (e.g. a tow hook) that is suitable for vehicle towing or recovery.
- 3.4 BMW M must be notified of any modifications the participant has made to their vehicle that deviate from the original specifications and could affect the vehicle's safety or have an impact on its noise emissions. Visual inspections of the vehicles and noise measurements will be carried out during the training course. If there are any doubts regarding a vehicle's safety or if the participant's vehicle exceeds the maximum permitted noise level, BMW M reserves the right to prevent the vehicle from participating. The participant will be informed of the applicable maximum permitted noise level during the booking process.

### 4. Special conduct requirements during the training course

- 4.1 To avoid any misunderstanding, it should first be noted that the rules of conduct set out in the Driving Experience T&Cs, particularly those under clause 7, are to be followed at all times, and any participant who infringes them or is suspected of consuming alcohol may be stopped from participating. These rules of conduct include most notably:
  - Utmost discipline and strict compliance with the instructions of the training personnel;
  - Overtaking is prohibited unless instructed otherwise by the instructor in charge;
  - Complete ban on alcohol (blood alcohol limit: 0.0).
- 4.2 If it is indicated during the safety briefing that overtaking is allowed, provided that certain rules are followed, then participants may overtake while complying strictly with the specified rules; in this respect, the safety briefing equates to an instruction from the instructor in charge.

- 4.3 The participant must wear a suitable helmet, fasten their seat belt or allow it to be fastened correctly and keep the window and sunroof closed at all times during the training course (including when riding as a passenger on taxi laps as described in clause 1.2 (iv)).
- 4.4 During free driving sessions, the participant must always ensure they are driving in the right group for their road-legal vehicles or non-road-legal motor sport vehicles. Mixing of the groups is strictly forbidden.
- 4.5 The participant must at all times drive and conduct themselves in a way that does not expose other participants, the training personnel or themselves to any additional risk beyond that inherent to the particular element of the training course.
- 4.6 Any infringement of the preceding clauses 4.2 through to 4.5 is subject to the expulsion rule as per clause 7 of the Driving Experience T&Cs.

### 5. Liability and indemnity

- 5.1 Contrary to clause 6 of the Driving Experience T&Cs, the following liability and indemnity provisions apply.
- 5.2 Liability of BMW M

The participant takes part in the training course at their own risk. BMW M as well as its legal representatives and agents shall only be liable for damage caused to the participant, irrespective of the legal basis, where the damage was caused by gross negligence or wilful misconduct on the part of BMW M, its legal representatives or agents. This limitation of liability does not apply to participant damages arising from loss of life, physical injury or impairment of health. Nor does it apply in the case of infringement of essential contractual obligations, such as, for instance, those obligations the contract is deemed to impose upon BMW M according to its spirit and purpose or whose very fulfilment is deemed to be necessary for due completion of the contract and on whose observance the participant may regularly rely; said liability shall be limited to the typical damage as foreseeable upon conclusion of the contract.

If the damage is covered by an insurance policy taken out by the participant for the respective loss (excluding insurance for a specified amount), BMW M as well as its legal representatives and agents shall only be liable for any associated disadvantages for the participant, such as increased insurance premiums or interest payable until settlement by the insurance company.

- 5.3 Participant's liability towards BMW M; indemnity

The participant's liability towards BMW M when using vehicles from BMW M for damage to said vehicles, including destruction, loss or confiscation, is limited to a maximum of EUR 2,500 if the participant can prove they were no more than slightly negligent. In the case of damage resulting from wilful misconduct or gross negligence, the participant will be liable for the full amount. Vehicles from BMW M are covered by motor vehicle liability insurance (see clause 6).

The participant's liability towards BMW M is otherwise unlimited.

The participant indemnifies BMW M as well as its legal representatives and agents against any third-party claims arising from damage caused by the participant or the vehicle they use during the training course. This does not apply where such claims are covered by the motor vehicle liability insurance or another (liability) insurance policy. The insurance company's right of recourse against the participant remains unaffected. The participant furthermore indemnifies BMW M as well as its legal representatives and agents against all claims arising from the infringement of laws, directives or any other regulations connected to their use of vehicles, insofar as the infringement is not imputable to BMW M or its legal representatives or agents. BMW M as well as its legal representatives and agents are entitled to settle legitimate claims and seek recourse from the participant under the provisions of these conditions of participation.

- 5.4 The participants' liability towards one another

The participants' liability towards one another is unlimited. Each participant must ensure they have adequate insurance cover (see clause 6).

### 6. Insurance policies

- 6.1 Participant's own vehicle

The participant is obliged to arrange adequate insurance cover for the vehicle they use at the training course.

- In the case of road-legal vehicles, an existing motor vehicle liability insurance policy that provides insurance cover for all training course elements booked by the participant is required.
- In the case of non-road-legal vehicles, the participant must arrange a suitable insurance policy for the operation of their vehicle during the training course that provides a level of insurance cover equivalent to that offered by a conventional motor vehicle liability insurance policy for all training course elements booked by the participant.

**BMW M expressly informs the participant that the training course may be excluded from the insurance cover provided by a conventional motor vehicle liability insurance policy, particularly due to the location (race track) and certain elements of the course (especially free driving). BMW M therefore strongly advises the participant to check whether their insurance policy covers the training course and the elements booked by the participant before registering for the course.**

**The insurance certificate must be presented as proof of suitable insurance cover if requested by BMW M.**

**By registering for the training course, the participant confirms they have adequate insurance cover as per this clause 6.1.**

**BMW M expressly states that no insurance cover will be arranged for the participants' vehicles by BMW M.**

- 6.2 Vehicles from BMW M

The vehicles from BMW M used by the participant are covered by motor vehicle liability insurance, but not fully comprehensive or partially comprehensive insurance. The participant's liability when using vehicles from BMW M for damage to said vehicles is governed by clause 5.3 (to clarify: excess of EUR 2,500 in the case of slight negligence; full liability in the event of wilful misconduct or gross negligence).

- 6.3 Further insurance cover for the participant

With respect to the insurance cover taken out for the participant and recommended additional insurance cover, explicit reference is made to clause 5 of the Driving Experience T&Cs. This states that when registration is received no later than two working days prior to the start of the training course, the price of the training course includes accident insurance for the participant (amounts insured: death EUR 100,000; disablement EUR 200,000; medical expenses EUR 2,500) subject to the conditions contained in the Driving Experience T&Cs, and also advises the participant to obtain additional medical, accident and private liability insurance in particular.

**BMW AND MINI DRIVING EXPERIENCE.****REGISTERED KEEPER AND OWNER DECLARATION INCLUDING ACKNOWLEDGEMENT  
OF THE LIABILITY LIMITATION.**

PLEASE BRING THE COMPLETED FORM WITH YOU ON THE DAY OF THE EVENT OR SEND US A COPY IN ADVANCE BY E-MAIL TO [TRACKDAYS@BMW-M.COM](mailto:TRACKDAYS@BMW-M.COM)

**TRAINING COURSE BMW M TRACKDAY.**

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on (date DD.MM.YYYY)

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in (location)

**VEHICLE.**

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Make, model

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Registration number

or: not road-legal

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VIN

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Insurance company

**Type of insurance**

motor vehicle liability insurance other

 **REGISTERED KEEPER.** **OWNER.****VEHICLE USER.**

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Name

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Name

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Address

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Address

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Telephone

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Telephone

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E-mail

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E-mail

As (\*) registered keeper and / or (\*) owner of the vehicle, I hereby declare that the vehicle user is authorised to use the vehicle at the training course, including all active driving elements.

I was provided with the BMW and MINI Driving Experience Terms and Conditions and the Special Conditions of Participation at BMW M Track Day. I have read them and accept the limitation of BMW M's liability, including towards myself, as per clause 5.2 of the Special Conditions of Participation at BMW M Track Day.

I furthermore declare that the vehicle has adequate insurance cover as per clause 6.1 of the Special Conditions of Participation at BMW M Track Day.

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Signature and, if applicable, company stamp of the (\*) registered keeper / (\*) owner

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Place, date