

# BMW AND MINI DRIVING EXPERIENCE

## GENERAL TERMS AND CONDITIONS

The following conditions apply to all voucher bookings and 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 for participation and any voucher booking shall constitute a binding offer within the framework of the statutory provisions (§§ 145 to 147 of the German Civil Code (BGB)). The contract shall be concluded upon acceptance of this offer by BMW M. The person submitting the offer hereby waives the need to be notified of acceptance pursuant to § 151 of the German Civil Code (BGB). BMW M shall send notice of either confirmation or rejection to the person submitting the offer without undue delay.

If the contract is concluded by means of electronic commerce, e.g. via the BMW and MINI Driving Experience website, the text of the contract and the application data shall be stored by BMW M, but shall no longer be accessible online once the offer has been submitted. Only the most up-to-date version of the General Terms and Conditions shall be available on the BMW and MINI Driving Experience website. The data protection statement can be found online at [www.bmw-drivingexperience.com](http://www.bmw-drivingexperience.com)

### 2. Consumer Rights

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

- The contract is concluded 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 as defined by § 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, Daimlerstrasse 19, 85748 Garching-Hochbrück, Germany, phone: +49 (0)89 125 016 444, email: [drivingexperience@bmw.de](mailto:drivingexperience@bmw.de)) of your decision to withdraw from this contract by means of an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but this 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. Payment obligations

For training courses that include at least one overnight stay, a deposit of 20% of the cost of the training course is due on delivery of an insurance certificate in accordance with § 65r para. 4 of the German Civil Code (BGB). The balance of the training course fees is due 21 days before the training course commences without further notice.

For one-day training courses, the participation price is due in full immediately.

In the case of a voucher booking, the cost of the voucher 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 rea-

sons 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 If the booked course involves motorbike riding, the participant must bring full protective motorbike clothing (helmet, gloves, motorbike leathers with protectors, ankle-high motorbike boots) as well as a valid driving licence to the course. Ordinary lace-up shoes or boots (walking boots, army boots, etc.) are not permitted. BMW M reserves the right to exclude from the training course any participants who do not have the correct protective clothing as stated. There shall be no reimbursement of course fees in such cases.

4.7 The training course shall take place irrespective of the weather. In the event of extreme weather conditions, BMW M reserves the right to cancel or abandon the training course at short notice for the safety of the participants. BMW M shall endeavour to reschedule the course in such cases.

4.8 BMW M shall notify the participant prior to contract conclusion, to the extent stipulated by law, of passport, visa and health and safety requirements, and of any changes to such requirements prior to departure. The participant shall be responsible for obtaining and bringing all necessary travel documents, for obtaining any necessary vaccinations and for complying with customs and foreign currency regulations. The participant shall be liable for any damages or costs caused by his or her failure to abide by these rules. This shall not apply in the event that BMW M fails to provide the necessary information or provides insufficient or incorrect information.

### 5. Insurance Coverage for Participants

5.1 The 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). Your data will be communicated to the Bavaria Wirtschaftsagentur for this purpose.

5.2 Participants are strongly advised to obtain additional travel cancellation insurance, combined health, accident and private liability insurance and insurance to cover repatriation costs in the event of an accident or illness

### 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:

If (at least) one overnight stay or another travel benefit pursuant to Article 651a German Civil Code (BGB) is included in the training's scope of service, BMW M shall only be liable for an amount up to three times the participation fee for damages which are not physical injuries and were not culpably caused by negligence. The above limitation of liability includes only contractual claims for damages. Any claims potentially exceeding this in accordance with international agreements or statutory regulations based on such agreements shall not be affected by the restriction.

For other training courses BMW M shall only be liable to the extent that damages of the participant were due to (i) gross negligence or (ii) in the 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 fulfilment 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 above limitation of liability shall cover contractual and non-contractual claims for compensation for loss or damage. It shall not apply in cases of wilful intent or damage arising from loss of life, injury to the body or the impairment of health of the 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.

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### 8. Withdrawal by the applicant from a booked training course (cancellation)

The applicant is – irrespective 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 28<sup>th</sup> day prior to the start of the training course: 10% of the participation price;
- from the 27<sup>th</sup> until the 15<sup>th</sup> day prior to the start of the training course: 25% of the participation price;
- from the 14<sup>th</sup> until the 8<sup>th</sup> day prior to the start of the training course: 30% of the participation price;
- from the 7<sup>th</sup> day prior to the start of the training course or in the case of non-attendance: 90% of the participation price.

For all other training courses:

- from the booking of the training course until no later than the 71<sup>st</sup> day prior to the start of the training course: 10% of the participation price;
- from the 70<sup>th</sup> until the 41<sup>st</sup> day prior to the start of the training course: 20% of the participation price;
- from the 40<sup>th</sup> until the 21<sup>st</sup> day prior to the start of the training course: 30% of the participation price;
- from the 20<sup>th</sup> until the 8<sup>th</sup> day prior to the start of the training course: 50% of the participation price;
- from the 7<sup>th</sup> day prior to the start of the training course or in case of nonattendance without prior notice: 90% 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.

In the event that the contracting party requests a change to the invoice after booking, an administration fee of 15 euros will be charged.

If a part of the booking was made using a voucher, then any cancellation fees incurred in the event of the booking being cancelled will first be offset against the payment made. If the cancellation fee incurred is higher than the payment made, then the corresponding difference will be deducted from the value of the voucher. If the entire booking was made using a voucher, then any cancellation fees incurred will be deducted from the value of such voucher. If, after deduction of any cancellation fees incurred, the voucher still has a residual value, then the applicant will receive a new voucher in the amount of said residual value and with the same expiry date as the original voucher. In such circumstances, the original voucher loses its validity.

The deadlines specified above relate to receipt of the statement of cancellation by BMW M. The participant is recommended to provide notice of cancellation in writing (e.g. by email).

### 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 the event of a cancellation, the contracting party may request participation in a different training course of at least an equivalent value, if BMW M is in a position to offer such a training course from its range at no additional cost to the contracting party (replacement course). The contracting party must assert this right to BMW M as soon as he or she is notified by BMW M of the course cancellation.

If the booked training course does not take place and no replacement course is agreed, the cost of participation shall be refunded in full. Further claims on the part of the contracting party shall 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 contracting party is not subject to general jurisdiction in the domestic country or transfers his or her place of domicile or habitual residence to a foreign country after conclusion of the contract, or if his or her place of domicile or habitual residence is unknown at the time an action is filed.

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.

### 11. Settlement of disputes out of court

We have a statutory obligation to inform you irrespective of our participation in a proceeding for alternative resolution of a dispute that the European Commission has established a platform for online dispute resolution (ODR) out of court in respect of disputes relating to consumer law. You can find this platform at <http://ec.europa.eu/consumers/odr>.

BMW M will not participate in a dispute resolution proceeding before a consumer arbitration board pursuant to the Consumer Dispute Resolution Act (VSBG) and is furthermore not required to participate in such a proceeding.

The email address of BMW M is: [drivingexperience@bmw.de](mailto:drivingexperience@bmw.de)

#### 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: Markus Flasch (Chairman) and Jan Lubig. VAT identification no.: DE 811163077.

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## 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  
Email: [drivingexperience@bmw.com](mailto: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 (\*)

Name and address of consumer

Consumer signature (for notification on paper only)

Date

(\*) Delete as appropriate.