Driving Experience

GENERAL TERMS AND CONDITIONS. BMW M Driving Experience

The following conditions apply to all voucher bookings and participation in the BMW M Driving Experience provided by BMW M GmbH Gesellschaft für individuelle Automobile (hereafter 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 agreed service is a package tour pursuant to §§ 651a ff., BMW M shall provide information about the statutory rights of the traveller relating to a package tour prior to submission of the declaration of intent directed towards conclusion of the contract. A package tour is deemed to exist in accordance with the statutory regulations if the contract constitutes a set of at least two different types of travel service for the purpose of spending a leisure time period in a normal personal travel period for only the traveller in the duration of less than 24 hours, does not include an overnight stay and where the participant price does not exceed the amount of € 500 for each participant. If special conditions apply in these General Terms and Conditions for package tours, the attention of readers is drawn to this definition with reference to "package tours'.

In the case of a voucher booking, the cost of the voucher is due in full immediately.

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 means of electronic commerce, e.g. via the BMW M Driving Experience website and 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 M Driving Experience website. The data protection statement can be found online at www.bmw-m.com/drivingexperience

3. Payment obligations

For training courses that are package tours, an advance payment in the amount of 20% of the training price is due on delivery of an insurance certificate in accordance with § 651r para. 4 of the German Civil Code (BGB). The balance of the training course price is due 21 days before the training course commences without further notice. For non-package training courses which are not package tours, 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

If the application date is in the form of a package tour, the following shall apply: BMW M shall arrange for and provide the relevant training in accordance with the offer submitted. The creation of a package tour shall be considered to be a separate service and any occurrence of an event of force majeure shall be applied to both the participation in the training course and the package tour. This applies in particular if the participation is excluded according to clause 4.3 above.

5. Reimbursement

If the participant requests the provision of services to start during the withdrawal period (in particular if the departure time for the course is at short notice), the cost of the voucher is due in full immediately.

6. Effects of withdrawal

If the participant withdraws from this contract, we will 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 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 appropriate for 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

INSTRUCTIONS REGARDING WITHDRAWAL

Right of Withdrawal

You have the right to withdraw from this contract within 14 days of delivery 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-m.com) 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. Vouchers shall be deactivated without undue delay and must not be used any longer.

By sending your notification, you will be able to demonstrate that the withdrawal period has begun on time.

The withdrawal period is 14 days from the day on which you or a third person named by you, who is not the seller, receives the final confirmation of the order.

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END OF WITHDRAWAL INSTRUCTION

Last revision: November 2022
GENERAL TERMS AND CONDITIONS.

BMW M Driving Experience

travel agent through whom he/she booked the package tour. The representative of BMW M has the duty to provide a remedy if this is possible. However, the representative is not authorised to recognise claims.

c) Setting a deadline before termination

If the traveller wants to serve notice on the package tour contract on the basis of § 651l German Civil Code owing to a travel defect of the type designated in § 651a para. (2) German Civil Code (BGB), the traveller must previously define a reasonable period allowing BMW M to provide a remedy. This does not apply only if BMW M rejects the remedy or if an immediate remedy is necessary.

5. Insurance Coverage for Participants

5.1 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 have been available free of charge, due to Reisegesetz (RLG 2012). Your data will be communicated to the BvA Wirtschaftsagentur for this purpose.

5.2 Participants are strongly advised to obtain additional travel cancellation insurance, compulsory health, accident and travel 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 M Driving Academy as well as any other training area at his or her own risk. The liability of BMW M is governed by the following standards:

- If the contractual service is a package tour, BMW M shall be liable for any damage which does not result from loss of life, bodily injury or impairment of health and is not brought about by the participant himself or herself by fault or negligence of third parties of participation. The restriction on liability defined above relates exclusively to contractual claims regarding compensation for damages. Any claims extending beyond this in accordance with international agreements or based on such legal regulations 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 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 examination of the case.
- 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 resulting from loss of life, bodily injury or the impairment of health. In other cases the limit of liability, irrespective of the type of damage, shall be €2,500,000.
- As far as damages are covered by insurance (except for insurances of fixed sums) that have been taken out by the traveller, BMW M shall not be liable for any damages, 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.
- The liability of the participant towards BMW M is limited to €2,500, 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.

Because 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 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. If the applicant withdraws, the following cancellation fees will be charged, provided that BMW M is not responsible for the withdrawal:

- In the case of one-day training courses which are not package tours:
  - 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 22nd day prior to the start of the training course: 25% of the participation price;
  - from the 21st 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 the case of non-attendance: 90% of the participation price.

In other cases (package tours):

- from the booking of the training course until no later than the 7th day prior to the start of the training course: 10% of the participation price;
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 M Driving Experience
Daimlerstraße 19
D-85748 Garching-Hochbrück
E-mail: drivingexperience@bmw-m.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.