



## 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 M 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);
  - (vi) Uniformity tests with the goal of completing any two laps in as close to the same lap time as possible, regardless of speed.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 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.
- 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 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. Requirements for co-drivers in participants' own vehicles
- 4.1 Passenger rides in participants' own vehicles are only permitted to persons who are booked on the training course as accompanying persons in accordance with the Driving Experience T&Cs and these Terms and Conditions of Participation. Riding as a passenger in a participant's own vehicle requires documentation of the ride in accordance with the sample enclosed with these Terms and Conditions of Participation.
5. Special conduct requirements during the training course
- 5.1 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).
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
6. Liability and indemnity
- 6.1 In deviation from clause 6 of the Driving Experience T&Cs, the following liability and indemnity provisions apply.
- 6.2 Liability of BMW M
- 6.2.1 The participant takes part in the training course, around the premises of the BMW M Driving Academy and the other training locations, at their own risk. The liability of BMW M shall be 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 culpably, only in the amount of three times the price 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 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. Insofar as the damage is covered by an insurance policy taken out by the participant for the respective claim (except for a sum insurance policy), BMW M shall only be liable for any related disadvantages of the participant, e.g. higher insurance premiums or interest disadvantages until the claim is settled by the insurance company.
- 6.3 Participant's liability towards BMW M; indemnity
- 6.3.1 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 7). 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.
- 6.4 The participants' liability towards one another
- 6.4.1 The participants' liability towards one another is unlimited. Each participant must ensure they have adequate insurance cover (see clause 7).
7. Insurance policies
- 7.1 Participant's own vehicle
- 7.1.1 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; racing license courses; uniformity tests). 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 7.1.
- 7.1.2 BMW M expressly states that no insurance cover will be arranged for the participants' vehicles by BMW M.
- 7.2 Vehicles from BMW M
- 7.2.1 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 6.3 (to clarify: excess of EUR 2,500 in the case of slight negligence; full liability in the event of wilful misconduct or gross negligence).
- 7.3 Further insurance cover for the participant
- 7.3.1 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.



# 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

TRAINING COURSE BMW M TRACKDAY.

\_\_\_\_\_ on (date DD.MM.YYYY)

\_\_\_\_\_ in (location)

### VEHICLE.

\_\_\_\_\_ Make, model

\_\_\_\_\_ Registration Number  or: not road-legal

\_\_\_\_\_ VIN

\_\_\_\_\_ Insurance company

Type of Insurance  
 Motor vehicle liability insurance  other \_\_\_\_\_

REGISTERED KEEPER.  OWNER.

### VEHICLE USER.

\_\_\_\_\_ Name

\_\_\_\_\_ Name

\_\_\_\_\_ Address

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone

\_\_\_\_\_ Telephone

\_\_\_\_\_ E-Mail

\_\_\_\_\_ 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 accept the following limitation of liability from BMW M GmbH Gesellschaft für individuelle Automobile ("BMW M") towards myself:

BMW M shall only be liable (i) in the event of gross negligence or (ii) for the at least negligent breach of material contractual obligations, such as those which the contract specifically intends to impose on BMW M according to its content and purpose or the fulfillment of which is a prerequisite for the proper performance of the contract and compliance with which is and may be regularly relied upon; such liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract. The above limitation of liability covers contractual and non-contractual claims for damages. It shall not apply in the case of intent or for damages arising from injury to life, limb or health.

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

\_\_\_\_\_ Place, date

(\*) Delete as appropriate.



# Driving Experience

## DOCUMENTATION: CO-DRIVER (PASSENGER) IN PARTICIPANTS' OWN VEHICLES

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TRAINING COURSE BMW M TRACKDAY.

\_\_\_\_\_ on (date DD.MM.YYYY)

\_\_\_\_\_ in (location)

VEHICLE.

\_\_\_\_\_ Make, model

\_\_\_\_\_ Registration Number  or: not road-legal

\_\_\_\_\_ VIN

\_\_\_\_\_ Insurance company

Type of Insurance  
 Motor vehicle liability insurance \_\_\_\_\_ other

CO-DRIVER.

\_\_\_\_\_ Name

VEHICLE USER.

\_\_\_\_\_ Name

\_\_\_\_\_ Address

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone

\_\_\_\_\_ Telephone

\_\_\_\_\_ E-Mail

\_\_\_\_\_ E-Mail

Attention is drawn to the special conduct requirements also applicable to the co-driver pursuant to clauses 5.1 to 5.6 and liability and indemnity provisions pursuant to clauses 6.1 to 6.4 of the Special Conditions of Participation at BMW M Trackday.

\_\_\_\_\_ Passengers signature

\_\_\_\_\_ Place, date

To be completed by BMW M:

Passenger is booked as an accompanying person for the training

\_\_\_\_\_ Date, signature