



## INSTRUCTION SHEET FOR TRAVELLERS ON A PACKAGE TOUR PURSUANT TO ARTICLE 651A GERMAN CIVIL CODE (BGB).

### **BMW M Driving Experience**

The combination of travel services offered to you constitutes a day trip which according to the regulations of the German Civil Code (Bürgerliches Gesetzbuch) is deemed to be a package tour pursuant to the Directive (EU) 2015/2302. You are therefore entitled to all EU rights that are applicable for package tours. BMW M GmbH Gesellschaft für individuelle Automobile (hereinafter referred to as "BMW M GmbH") bears full responsibility for proper implementation of the entire package tour.

Furthermore, BMW M GmbH has the statutory protection for reimbursement of your payments and, if the transport is part of the package tour, to ensure your return journey if the company becomes insolvent.

#### **Most important rights pursuant to the Directive (EU) 2015/2302**

- The travellers must receive all essential information about the package tour before conclusion of the contract for the package tour.
- At least one business shall always be liable for the proper provision of all the travel services included in the contract.
- The travellers shall receive an emergency phone number or details of a contact point through which it is possible to contact the tour organiser or the travel agent.
- The travellers can transfer the package tour – within a reasonable period of time and under certain circumstances with payment of additional costs – to another person.
- The price of the package tour may only be increased if certain costs (for example fuel prices) increase and if the contract expressly makes provision for this, and in any case at the latest 20 days before the commencement of the package tour. If the price increase exceeds 8 % of the price of the package tour, the traveller can withdraw from the contract. If a tour organiser reserves the right to carry out a price increase, the traveller has the right to a price reduction if the relevant costs come down.
- The travellers can withdraw from the contract without payment of a cancellation fee and receive a full refund of all payments if one of the essential constituent elements of the package tour with the exception of the price is changed substantially. If the business responsible for the package tour cancels the package tour before the commencement of the package tour, the travellers have the right to reimbursement of costs and under certain circumstances to compensation.
- If unusual circumstances occur, the travellers can withdraw from the contract before the commencement of the package tour without payment of a cancellation fee, for example if there are serious security problems at the destination, which are likely to impair the package tour.
- Furthermore, the travellers can withdraw from the contract at any time before the commencement of the package tour against payment of a reasonable and proportionate cancellation fee.
- If, after the commencement of the package tour, essential constituent elements of the package tour are not carried out in accordance with the agreement, the traveller must be offered reasonable other arrangements without incurring additional costs. The traveller can withdraw from the contract without payment of a cancellation fee (in the Federal Republic of Germany this right is known as "cancellation" ("Kündigung")), if services are not delivered in accordance with the contract and this has a substantial impact on the provision of the contractual package-tour services and the tour organiser fails to remedy the situation.
- The traveller has the right to a price reduction and/or compensation if the travel services are not provided at all or are not properly provided.
- The tour organiser must provide the traveller with assistance if the latter is in difficulties.
- If the tour organiser becomes insolvent or – in some member states – the travel agent becomes insolvent, payments are reimbursed. If the insolvency of the tour organiser or, if relevant, the travel agent occurs after the commencement of the package tour and if the transport is part of the package tour, the return of the travellers is guaranteed. BMW M GmbH has taken out insolvency insurance with the branch in Germany of Zurich Insurance plc. The travellers can contact this insurer (Zurich Insurance plc, Branch for Germany, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Telephone: +49 (0) - 69 71 15 - 24 24) if they are denied services owing to the insolvency of BMW M GmbH.

Website on which the Directive (EU) 2015/2302 can be found in the form implemented in the national legislation:

**[www.umsetzung-richtlinie-eu2015-2302.de](http://www.umsetzung-richtlinie-eu2015-2302.de)**



## 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 (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 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 service constitutes a set of at least two different types of travel service for the purpose of the same trip; however, this does not apply for a one-day training event that lasts 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".

If the contract is concluded by means of electronic commerce, e.g. via the BMW M 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 M Driving Experience website. The data protection statement can be found online at [www.bmw-m.com/drivingexperience](http://www.bmw-m.com/drivingexperience)

### 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 provided by BMW M is a package tour, which was concluded by means of distance selling (letters, telephone calls, emails, messages sent using a mobile phone service or Internet and broadcasting, telemedia and online services),
- the contract relating to a package tour initiated or concluded outside the business premises of BMW M is based on oral negotiations, which have been conducted on the basis of a previous order by the consumer/applciant.

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-m.com](mailto: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.

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 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 one-day 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

4.1 The confirmed participation date shall be binding. If BMW M arranges a rebooking following a request from the applicant (booker) on the basis of compelling reasons why he/she cannot participate on the original date and BMW M agrees another available date, rebooking costs may be incurred for this, which BMW M will inform the participant of in the context of his or her request.

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. The applicant and the replacement person shall be jointly and severally responsible for any additional costs arising as a result of the subsequent nomination.

4.3 The only persons qualified for participation shall be those who, at the time of the training course, are at least 18 years of age and hold a valid, unrestricted 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 irrespective 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. Item 8 shall apply accordingly.

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. In the case of package tours, the rights of the traveller in accordance with § 651h para. 3 German Civil Code (BGB) shall not be affected.

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.

4.9 The participant shall comply with appropriate hygiene arrangements applicable for the training course which BMW M has introduced in relation to the coronavirus pandemic or any other pandemics, epidemics or other pathogens or disease outbreaks. The hygiene arrangements will be appropriately amended to match the individual situation and the participant will be accordingly informed; the statutory requirements applicable in each case may extend beyond the training period.

4.10 Obligations of the participant (traveller) in the case of package tours

#### a) Travel documents

The traveller must inform BMW M if the traveller does not receive the necessary travel documents within the designated period notified by BMW M.

#### b) Notification of defects/Request for remedy

If the trip is not provided free of travel defects, the traveller can request a remedy. If BMW M has been unable to provide a remedy due to the culpable failure to report the defect, the traveller is not permitted to assert reduction claims in accordance with § 651m German Civil Code (BGB) or claims of compensation for damages in accordance with § 651n German Civil Code (BGB).

The traveller shall immediately inform the representative of BMW M at the venue of his or her notification of defects. If a representative of BMW M is not available at the venue and not contractually involved, any travel defects must be notified to the designated contact office of BMW M; information on reaching the representative of BMW M or their contact office at the venue will be provided in the trip confirmation. However, the traveller may also provide information relating to the notification of travel defects to the



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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 § 651i German Civil Code owing to a travel defect of the type designated in § 651i 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 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 Driving Academy Maisach as well as any other training area at his or her own risk. The liability of BMW M conforms with 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.

##### 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, 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 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 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.

In other cases (package tours):

- 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.

The following is applicable for package tours: BMW M is not able to request any compensation if unavoidable, extraordinary circumstances occur at the venue or in the immediate vicinity of the venue which impact significantly negatively on the performance of the package tour or the transport of people to the destination. Circumstances are unavoidable and exceptional if they are not under the control of the party which has recourse to them and their consequences could not have been avoided even if all reasonable precautions had been taken.

In the event that the contracting party requests a change to the invoice after booking, an administration fee of € 15 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. Failure to recruit the minimum number of participants

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-m.com](mailto:drivingexperience@bmw-m.com)

#### 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 (Chairman) and Oliver Werner. VAT identification no.: DE 811163077.



# 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 M Driving Experience  
Daimlerstraße 19  
D-85748 Garching-Hochbrück  
E-mail: [drivingexperience@bmw-m.com](mailto: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.

Last revision: September 2022