

## 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 "Experience") organised by BMW M GmbH Gesellschaft für individuelle Automobile (hereinafter referred to as "BMW M"). They only apply in conjunction with the AREA M Terms and Conditions (hereinafter referred to as "AREA M T&Cs") and supplement these, unless indicated otherwise. In case of doubt, these special conditions of participation take priority over the AREA M T&Cs.

### 1. Content and objectives of the Experience

- 1.1 The Experience 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 Experience is aimed at BMW M customers and clients of BMW M Customer Racing. The Experience 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 Experience 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 practicing on their own, performing guided practical driving exercises in cars from BMW M and/or completing comprehensive racing licence courses. None of the Experience's 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 For the avoidance of doubt, it should first be noted that all participants must fully meet the requirements set out in the AREA M T&Cs (see clause 5.3 of the AREA M T&Cs). Attendance at the theory element of the Experience (in this case the safety briefing or extended theory for racing licence courses) is a mandatory requirement before taking part in the practical driving exercises.
- 2.2 BMW M may let participants as young as 16 take part in the Experience 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 Experience. 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 special conditions of participation.
- 2.4 In view of the sporting nature of the Experience's various elements, the participant must be in an appropriate physical and mental condition. This applies in particular to parts of the Experience 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 Experience, they must inform the personnel of the AREA M immediately and refrain from taking any further part in the Experience 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 for participants' own vehicles

- 3.1 It is only possible to take part in the Experience 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 Experience. 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

Passenger rides in participants' own vehicles are only permitted to persons who are booked on the Experience as accompanying persons in accordance with the AREA M T&Cs and these special 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 special conditions of participation.

### 5. Special conduct requirements during the Experience

- 5.1 It should first be noted that the rules of conduct set out in the AREA M T&Cs, particularly those under clause 8, are to be followed at all times. Any participant who infringes these requirements or who is reasonably suspected to be unfit for driving or of drug or alcohol consumption may be totally or partly expelled from the further participation.
- 5.2 Unless otherwise instructed, overtaking is strictly forbidden. If and to the extent during the safety briefing the participants are informed 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 Experience (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 them: 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 personnel of the AREA M or themselves to any additional risk beyond that inherent to the particular element of the Experience.
- 5.6 Any infringement of the preceding clauses 5.2 through to 5.5 is subject to clause 8 of the AREA M T&Cs, including an exclusion from the Experience.

### 6. Liability and indemnity

- 6.1 Save as otherwise set out herein, clause 7 of the AREA M T&Cs apply regarding liability and indemnity.
- 6.2 Liability of BMW M

The participant takes part in the Experience and moves onto the area of the Experience 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's liability for any damage which does not result from loss of life, bodily injury or impairment of health and which is not brought about culpably, shall be limited to an amount of three times the participation price; such limitation of liability shall only apply to contractual claims regarding compensation for damages. Any other claims based on international agreements or legal regulations issued on the basis of such international agreements shall not be affected.

For other Experiences BMW M shall only be liable to the extent that damages of the participant were due to (i) gross negligence or (ii) a breach 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 fulfillment of which required for a due performance of the contract, and upon which the participant regularly relies and may rely; 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.

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 Participant's liability towards BMW M; indemnity

The participant's liability towards BMW M when using vehicles of BMW M for damage to said vehicles, including destruction, loss or confiscation, is limited to a maximum of EUR 10,000 in case of BMW M Customer Racing cars provided by BMW M for instructed test drives and of EUR 2,500 in case of other cars 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 Experience. 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 special conditions of participation.

- 6.4 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 7).

### 7. Insurance policies

- 7.1 Participant's own vehicle

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

- In the case of road-legal vehicles, an existing motor vehicle liability insurance policy that provides insurance cover for all Experience 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 Experience that provides a level of insurance cover equivalent to that offered by a conventional motor vehicle liability insurance policy for all Experience elements booked by the participant.

**BMW M expressly informs the participant that the Experience 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 Experience and the elements booked by the participant before registering for the Experience.**

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

**By registering for the Experience, the participant confirms they have adequate insurance cover as per this clause 7.1.**

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

- 7.2 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 6.3.

- 7.3 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 6 of the AREA M T&Cs.

Last revised: 02/2026



## 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

### EXPERIENCE 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 Experience, 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.

## Documentation: Co-Driver (passenger) in participants' own vehicles

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### EXPERIENCE COURSE BMW M TRACKDAY.

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

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

### FAHRZEUG.

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

\_\_\_\_\_ Registration Number

or: not road-legal

\_\_\_\_\_ VIN

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

#### Type of Insurance

Motor vehicle liability insurance    other

### CO-DRIVER.

\_\_\_\_\_ Name

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone

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

### VEHICLE USER.

\_\_\_\_\_ Name

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone

\_\_\_\_\_ 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 Experience

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