



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 will be stored by BMW M, but will no longer be accessible online once the offer has been submitted. Only the most up-to-date version of the General Terms and Conditions are available on the BMW M Driving Experience website. The data protection statement can be found online at 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 / applicant.

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) 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, 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

3.1 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.

3.2 For one-day training courses which are not package tours, the participation price is due in full immediately.

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

3.4 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 5.3 or the participant is expelled according to clause 8. Clause 9 shall not be affected by this clause.

3.5 Unless mandatory law requires any other form, BMW M is entitled to issue invoices in a standard electronic format of its choice, in particular by sending a PDF file.

4. Vouchers

Vouchers will be issued in paper form or in electronic form, are (unless explicitly stated otherwise) freely transferable and can be redeemed by anyone, irrespective of to whom the vouchers have been issued or the persons named on the vouchers.

The risk of loss of and ownership in vouchers shall be transferred to the buyer and the recipient upon dispatch or electronic transfer respectively. BMW shall not accept any liability for losses or damage incurred through the loss or theft of vouchers or their use without approval of the buyer or the persons named on the vouchers. In the case of fraud, attempted deception or suspicion of other illegal activities in connection with the purchase or redemption of a voucher, BMW M shall be entitled to block the respective voucher/voucher code and/or demand an alternative form of payment. There shall be no right to activation of or payment for affected vouchers. To protect against abuse we recommend that the voucher be stored in a way that makes it inaccessible for third parties, because anyone can redeem the voucher.

5. Participation in the Training

5.1 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 to 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.

5.2 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 5.3 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.

5.3 Only persons who, at the time of the training course, have reached the age of 18 years and hold a valid, unrestricted driving licence and who are not subject to a driving ban imposed by competent authorities are permitted to participate in trainings. Accompanied driving at an age of 17 years according to Section 48a of the German Driving Licence Decree is only permitted for BMW Safety Training 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. For the avoidance of doubt, if the participant does not have appropriate language skills, the participant is excluded from the training.

5.4 The participant shall not have the right to a specific vehicle model insofar as this is not explicitly confirmed in the training description.

5.5 The participants shall not have any claim to single occupancy of the vehicle. This offer may be optionally booked in addition, depending on availability, at the BMW M Driving Experience.

5.6 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.

5.7 If the booked service includes driving a motorcycle, complete motorcycle protective clothing (helmet, gloves, motorcycle suit with protectors, ankle-high motorcycle boots) and a valid driver's license must be brought along to the training. Ordinary lace-up shoes or boots (hiking boots, Bundeswehr boots, etc.) are not permitted. BMW M reserves the right to exclude participants from training without such protective clothing. In this case, the participation price will not be refunded. Section 9 applies mutatis mutandis.

5.8 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 if and to the extent that BMW M fails to provide the necessary information or provides insufficient or incorrect information.



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

a) Travel documents

The traveller must inform BMW M without undue delay 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 required, 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 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 acknowledge claims.

c) Setting a deadline before termination

If the traveller wants to serve notice on the package tour contract on the basis of § 651n German Civil Code with respect to travel defects of such type as set out § 651n para. (2) German Civil Code (BGB), the traveller must previously set a reasonable deadline allowing BMW M to provide a remedy. This does not apply, however, if BMW M rejects the remedy or if an immediate remedy is necessary.

6. Insurance Coverage for Participants

6.1 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 are included in the participation price. For the avoidance of doubt, accident insurance does not cover property damage, e.g. damages to vehicles. 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.

6.2 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.

7. Liability

7.1 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 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 training courses 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.

7.2 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.

7.3 The participant shall be liable to BMW M for any damage caused by him or her (e.g. damage to vehicles), unless the participant is not responsible for such damage. 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.

8. 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 the fitness to drive must not be affected and accordingly no substances that may affect the fitness to drive (e.g. intoxicants or drugs) may be consumed and, in particular, an absolute alcohol ban shall apply (blood alcohol limit: 0.0).

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.

Any participant who infringes the above 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.

9. 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 this clause 9. If the applicant withdraws, the following cancellation fees will be charged, provided that BMW 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 15th day prior to the start of the training course: 25 % of the participation price;
- from the 14th 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 71st day prior to the start of the training course: 10 % of the participation price;
- from the 70th until the 41st day prior to the start of the training course: 20 % of the participation price;
- from the 40th until the 21st day prior to the start of the training course: 30 % of the participation price;
- from the 20th until the 8th day prior to the start of the training course: 50 % of the participation price;
- from the 7th day prior to the start of the training course or in case of non-attendance 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 compensation to the extent 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).

10. Postponement, termination and cancellation of training by BMW M

10.1 For the safety of participants, BMW M reserves the right to postpone the start of the training, cancel the training or stop and cancel the training during its course if weather conditions, other imminent dangers (e.g. risk of avalanches) or track conditions do not allow BMW M to carry out the training safely. If preparation of the track is necessary to carry out a training (e.g. training on snow or ice), BMW M may also cancel the training if, due to external circumstances (e.g. weather conditions), the track preparation required to carry out the training cannot be carried out or cannot be carried out in time. If necessary, the cancelling of training or postponement of its start can be done at short notice. BMW M will inform participants of a postponement or cancellation without undue delay.

10.2 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.

10.3 In the event of a cancellation, the contracting party may request a refund of the participation price or 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 contracting party chooses a refund of the participation price or if the booked training does not take place and no replacement training is agreed, the participation price will be refunded in full. Further claims by the contracting party, e.g. claims for damages or reimbursement of expenses, such as travel costs, cost for accommodation or food, are excluded; BMW M's liability for a culpable breach of contract within the framework of the provisions of these general terms and conditions (see clause 7) remains unaffected. In the case of package tours, the traveller's rights under § 651n para. (3) German Civil Code (BGB) remain unaffected.



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- 10.4 If a training is canceled during its course, the participation price will (a) not be refunded if the training could be carried out at least to the extent that the training purpose could essentially be achieved, (b) otherwise partially refunded insofar as the training purpose could be achieved at least in part by partially carrying out the training, and (c) refunded in full in all other cases. If BMW M has incurred expenses for services that the participant has used (e.g. for accommodation, food or transport) until the training is stopped and cancelled, BMW M is entitled to reimbursement of these expenses and will deduct corresponding amounts from a refund of the participation price. Mandatory statutory rights of participants of a package tour remain unaffected.
- 10.5 Unless explicitly otherwise agreed, the same means of payment used for the original transaction will be used for a full or partial refund of the training price.

11. 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 does not have a habitual residence within the European Union or transfers his or her place of domicile or habitual residence to a country outside the European Union 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.

12. 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

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 Andreas Kleine.

VAT identification no.: DE 811163077.



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 (*)

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Ordered on (*)

Received on (*)

Name and address of consumer

Consumer signature (for notification on paper only)

Date

(*) Delete as appropriate.