



PORSCHE

General Terms and Conditions for Events offered by Porsche Leipzig GmbH

Valid from 01.02.2022

Section 1: Scope of application

These general terms and conditions apply to events (incl. use of vouchers), individual packages and the 'Track Experience' provided by Porsche Leipzig GmbH (hereinafter referred to as 'PLG'). Any terms and conditions of the customer do not apply, even in the absence of an explicit objection thereto.

Section 2: Registration, contract conclusion

- a) All offers from PLG are non-binding in nature. Registration takes place via the order form (binding order) or on the PLG homepage (www.porsche-leipzig.com).
- b) A contract on participation in advertised events is only concluded once PLG has confirmed the customer's registration in writing or issued an invoice to the customer.
- c) PLG and the customer may individually agree on reservations for specific event dates. The agreed reservations are binding for both contractual parties. If the customer does not take up a reservation, PLG reserves the right to reallocate the assigned dates to another party.

Section 3: Prices and payment

- a) The valid PLG list prices at the time of order or registration apply. All prices are listed in EURO, incl. statutory VAT. Factory tours included in the events are already covered by the listed prices.
- b) The payment methods offered in the online shop can be used for online bookings.
- c) If not paying online, the amount entered in the order confirmation/invoice shall be due for payment without deduction within 14 days after receipt of the invoice. Payments must state the invoice number and be sent to the specified account. The customer is deemed in default of payment if payment is not made by the aforementioned deadline.
- d) In the case of default of payment, PLG reserves the right to charge a penalty of €4 per reminder to cover administration costs.
- e) Payment for bookings from abroad is generally made by charging the amount to the customer's credit card or by instant transfer or – at the discretion of PLG – in cash immediately before the start of the respective package.
- f) In cases where timely advance payment and invoicing for an event is not possible for bookings by customers located in Germany, PLG is entitled to accept payment by credit card or cash on delivery as well as by cash payment immediately before the start of the respective event.

- g) If the invoice amount has not been paid in full by the start of the event in question, PLG reserves the right to ban the customer or a third party taking part in the respective event on behalf of the customer from participating in the respective event.

Section 4: Vouchers; payment with vouchers

There are no vouchers available in English for our event and individual packages.

§ Section 5: Service changes

PLG reserves the right to modify the content of packages on the grounds of force majeure, extreme weather conditions or official orders as well as for safety and other important reasons that could not be foreseen upon conclusion of the contract.

Section 6: Withdrawal by the participant prior to the start of the event/cancellation fees

- a) The participant is entitled to withdraw from the event at any time prior to the booking. The decisive date is that on which the declaration of withdrawal is received by PLG (address at the end of these T&Cs). All withdrawals must be submitted in writing.
- b) Cancellation fees must also be paid if a participant arrives late or not at all and if the event cannot take place due to missing documents for which PLG is not responsible such as a driving licence.
- c) The participant may exercise the right to provide proof that the event organiser did not incur any costs or significantly lower costs than those covered by the applicable flat-rate fee in the respective case (see following sections) as a result of withdrawal or non-attendance.
- d) The flat-rate fees for the withdrawal from **event packages** are typically as follows: Withdrawal 14 or more calendar days prior to the event: 100% of the event fee will be reimbursed; Withdrawal 13 or less days prior to the event: 50% of the event fee will be reimbursed; Withdrawal 3 or less days prior to the event: No refunds.
- e) The flat-rate fees for the withdrawal from **'Track Experience' events and 'Individual packages'** (Discover, Discover Intensive, GT/CUP Experience) are typically as follows: Withdrawal up to 31 days before the start of the event: 75% of the participation fee will be reimbursed; Withdrawal within 30 days before the start of the event: 50% of the participation fee will be reimbursed; Withdrawal within 15 days before the start of the event: 25% of the participation fee will be reimbursed; Withdrawal 3 calendar days or less before the start of the event or in the case of non-attendance: No refunds.
- f) If the participant fails to attend the event without cancelling within the stipulated periods, they shall be liable to pay the full price for the package in question, i.e. they shall not receive a refund. The same applies in the event that a customer has booked an event for several participants and the number of participants in attendance is reduced without notice.
- g) PLG is entitled to offset the cancellation fee against the price for the corresponding event that has already been paid.

§ Section 7: Withdrawal and termination by PLG and event postponement

- a) PLG reserves the right to cancel the contract on the following grounds:
- If the customer fails to pay the price for the package in question in full to PLG by the invoice due date or, in the event of invoices without due dates, within 14 days after receipt of the invoice by the customer and after expiration of a reasonable grace period set by PLG;
 - In the case of force majeure or other circumstances for which PLG is not responsible that render PLG unable to fulfil its contractual obligations, or make them untenable;
 - If PLG has justified reason to believe that the event may jeopardise smooth business operations, security or the public image of PLG or Dr. Ing. h.c. F. Porsche Aktiengesellschaft, without being attributable to PLG's sphere of control or organisation;
 - For all driving packages that can no longer be held due to weather conditions.
- b) In the absence of any agreement to the contrary below, the customer, in this case, is entitled to only claim a refund of the price for the corresponding event. Other claims from the customer and/or participant are hereby excluded. However, any further liability on the part of PLG as per Section 9 is not affected by the above.
- c) PLG is entitled to cancel the event contract without adhering to a notice period if provision of the package is consistently interrupted by the participant despite a warning from PLG. The same applies if a participant breaches the contract in such a way as to justify immediate cancellation thereof. In this case, PLG is entitled to payment of the agreed fee.
- d) If the booked package needs to be cancelled on grounds for which PLG is not responsible, the customer shall be refunded a proportionate amount of the fee for the event. Other claims from the customer and/or participant are hereby excluded. However, any further liability on the part of PLG as per Section 11 is not affected by the above.
- e) PLG reserves the right to postpone events to a later date due to operational requirements, in particular on grounds of confidentiality and security. In this case, the customer is entitled to withdraw from the corresponding event within two weeks after receipt of the notification. The provisions on the cancellation fee as per Section 6 d) do not apply in this case. Other claims from the customer and/or participant are hereby excluded. However, any further liability on the part of PLG as per Section 11 is not affected by the above.

§ Section 8: Special terms for driving packages and factory tours

- a) Participants in packages that involve a driving element whereby the participant drives a vehicle, must be at least 18 years of age, or at least 21 years of age for the 'Cup Experience', possess a valid driving licence and be able to affirm on arrival that they are not banned from driving by the authorities. On the day of the event, the participant must present their original driving licence and ID before the event package starts. The following driving licences will be accepted:
- EU driving licences
 - National driving licences in German/English
 - National driving licences from non-EU countries

- Where the driving licence has been issued in a language other than English, it will only be accepted with a certified translation into German or English
 - International driving licences are only accepted together with a national driving licence
- b) Prior to handing over the keys to a Porsche vehicle to the participant, a vehicle rental agreement with a €3,000 deductible, or €5,000 for a 911 Turbo/Gt3 must be signed by the participant. This applies to the event packages. When handing over Porsche vehicles for the Discover, Discover Intensive and GT Experience packages, the deductible in the vehicle rental agreement is €10,000. When handing over a Porsche vehicle as part of the Cup Experience, the deductible in the vehicle rental agreement is €20,000. For Porsche vehicles used in the Track Experience the deductible according to the vehicle rental agreement is €10,000 or €20,000 (911 GT3).
 - c) In the absence of any agreement to the contrary, communications with participants for all Porsche Leipzig events will be conducted in German. The same applies to the instructors, drivers and other PLG employees who supply the services in the aforementioned packages. Participation in events with driving elements requires an adequate command of the German language.
 - d) Directives issued by the PLG instructors must be adhered to for all Porsche Leipzig driving packages. Every participant is required to wear a seatbelt during all driving packages for reasons of safety. Any exceptions to the above during specific exercises are only permitted where explicitly allowed by the responsible PLG instructor.
 - e) For all driving packages, it is forbidden to drive under the influence of alcohol (0.0% BAC) and drugs or other intoxicating substances or sedatives, which may reduce or inhibit the participant's ability to drive.
 - f) In the case that the customer does not participate in the event, but a third party attends the event on behalf of the participant, Section 8 a) to e) also applies to these participants.
 - g) PLG is entitled to ban the customer or participant from continuing to take part in the event in question if Section 8 a) to e) is violated. In this case, the fee for the event will not be reimbursed.
 - h) Participation in driving packages is always at the customer's own risk. Section 11 remains unaffected by the above.
 - i) Factory tours can be carried out when production is running and during downtime. Tours while production has been stopped do not constitute grounds for complaint.

Section 9: Redress, reductions, termination

- a) If a service is not rendered by PLG as contractually agreed, the customer is entitled to seek redress. However, the customer is required to inform PLG of any issues that arise during the event without undue delay. If the customer knowingly fails to do so, the event fee will not be reduced. The only exception to this is in cases whereby notification is discernibly futile or untenable for other reasons.
- b) PLG is entitled to deny redress where it would entail a disproportionate amount of work.

- c) PLG may also remedy the situation by providing an equivalent replacement service where deemed reasonable for the customer.
- d) After withdrawing from an event, the customer may seek a reduction in the participation fee if event services have not been performed according to the contract and the customer has not neglected to report the respective issue in good time (without a culpable delay).
- e) If an event is significantly disrupted and PLG fails to remedy the situation within a reasonable grace period, the participant is entitled to terminate the contract within the scope of the relevant statutory provisions. This should be done in writing. The same applies if the participant cannot reasonably be expected to attend the event due to a disruption caused by a significant issue which has been recognised by the event organiser. Only in cases where redress is not possible or is refused by the organiser or when immediate cancellation of the contract is justified in the special interest of the participant is it not necessary to define a grace period for redress. The participant shall be liable to pay the event organiser only the fee due for the services used, insofar as these services were of interest.

Section 10: Exclusion and limitation of claims

- a) Claims for the non-contractual performance of an event (Sections 651 c to 651 f of the German Civil Code [BGB]: Redress, reductions, termination due to substandard service provision, damages) must be submitted to PLG within a month after completion of the event. For reasons of proof, this should be done in writing. The participant may only assert claims after the limitation period has expired if prevented from adhering to the deadline due to no fault on their part. The date on which the event ends is not included in the calculation of the monthly deadline.
- b) Claims asserted by the participant as per Sections 651 c to 651 f BGB on grounds of injury to life, limb or health resulting from breaches of contractual duties by the event organiser or its legal representative or vicarious agents due to intent or gross negligence shall become statute-barred after 2 years. The same applies to claims for compensation for damages that can be attributed to a breach of contractual duties by the event organiser or its legal representative or vicarious agents due to intent or gross negligence.
- c) All other claims asserted as per Sections 651 c to 651 f BGB shall become statute-barred after 1 year.
- d) The limitation period of the claims stipulated above shall commence on the day after the date on which the event ends: In cases where the limitation period ends on a Sunday, a statutory bank holiday or a Saturday, the end date shall be moved to the next working day.
- e) Claims arising due to tort shall become statute-barred after 3 years.

Section 11: Limitation of liability

PLG, its legal representatives and vicarious agents shall only be held liable for damages caused by the participant or damages inflicted on third parties by the participant where the damage can be attributed to intent or gross negligence on the part of PLG, its legal representatives or vicarious agents. This limitation shall not apply to damages arising from injury to the life, limb or health of the participant. Likewise, it shall

also not apply to statutory compensation claims asserted due to a delay or unfeasibility for which PLG, its legal representatives or vicarious agents can be held responsible, or in the case of the negligent breach of essential contractual duties.

Essential contractual duties pertain to duties that are required for due execution of the contract and compliance with which the contractual partners are entitled to rely on. In the event of a negligent breach of an essential contractual duty, the liability of PLG shall be restricted to compensation for damage typical to this kind of contract that could be foreseen upon conclusion of the contract. Claims under the Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

Section 12: Resale or transfer of packages

- a) The customer is not permitted to commercially transfer or sell events provided by PLG.
- b) In the case of an unauthorised sale, transfer or brokerage of events, PLG shall be entitled to annul the event in question for the respective customer or participant at its discretion. In this case, PLG reserves the right to ban the respective customer or participant from taking part in the package.
- c) For each breach of Section 12 a) by the customer, PLG may also demand that the customer pays a contractual penalty, the amount of which is to be determined by PLG in the case of non-compliance and the adequacy of which shall be reviewed by the courts in the event of a dispute. Any other claims to compensation from PLG shall remain unaffected by the above. Furthermore, PLG reserves the right to ban individuals who breach Section 12 a) from ordering events in the future.

§ Section 13: Image and sound recordings

- a) Image and sound recordings along with other visual and audiovisual recordings, including the use of phone cameras, are not permitted on the PLG company premises. This applies in particular to the vehicle production areas.
- b) The customer or participant of the event shall solely be permitted to record images and sound as well as other visual or audiovisual recordings including the use of phone cameras for private purposes inside the PLG customer centre.
- c) Any exceptions to the above provisions must be requested from PLG in writing prior to the event. If an exemption is granted, it must be shown to PLG employees at any time upon request.

Section 14: Restricted access to vehicle production areas

Individuals with pacemakers and children under 14 years of age are not permitted to enter PLG vehicle production areas for reasons of safety. Participants in the Discover, Discover Intensive and Pole Position Brunch packages (held on a Sunday and with a tour when production is stopped) must be at least 6 years of age to enter the production areas.

Section 15: Data protection

The data required for business purposes shall be stored and solely processed and used to execute the contract. To this end, the aforementioned data shall be disclosed to Porsche Dienstleistungsgesellschaft and the appointed shipping company. All personal data shall be treated as confidential and not be disclosed to third parties.

Section 16: Offsetting

The customer shall only be entitled to offset an undisputed or legally established claim against a claim asserted by PLG.

Section 17: Place of jurisdiction and performance

- a) If certain provisions in the event contract are found to be void, this shall not affect the validity of the contract as a whole. The same applies to the terms of participation.
- b) The contractual relationship between the participant and PLG shall solely be governed by the laws of the Federal Republic of Germany.
- c) In the case of disputes between participants who are merchants, public or private legal entities or individuals with their place of residence or habitual domicile abroad or with an unknown place of residence or habitual domicile at the time legal proceedings commence, the registered office of PLG is agreed as the place of jurisdiction.

Section 18: Consumer dispute resolution proceedings

PLG is neither willing nor required to participate in dispute resolution proceedings before a consumer arbitration board.

Section 19: Addenda/deviations in the package format for the Porsche Track Experience

- a) Services/prices: The following services are included in the prices for Porsche Track Experience events:
 - Track rental incl. track safety
 - Driving package
 - Supervision by up to 2 instructors for each group
 - Event organisation
 - Food (as listed in the valid package)
 - Technical support for Porsche rental vehicles
 - Medical care
 - Local taxes
 - Event documents

- a) The participant shall be required to pay the following costs for Porsche Track Experience events:

- Costs for travelling to and from the event (unless otherwise agreed in the event documents)
- Running costs for the participant's vehicle, incl. fuel and lubricants
- Costs for overnight stays at the hotel as listed, along with extra hotel costs such as bar drinks, parking, use of the phone, etc.

b) Event conditions: There are no requirements for participation in Warm-Up and Precision Training. Participation in Performance Training requires the completion of Precision Training at the Porsche Track Experience in advance. The decision of whether to accept training units completed outside the Porsche Track Experience as valid training prerequisites is at the discretion of PLG.

c) Porsche rental vehicles:

- Porsche vehicles can be rented for the entire event duration (subject to availability) for a rental fee (varies depending on the type of training) for Porsche Track Experience events. A separate vehicle rental agreement must be concluded with PLG in each case. The participant is not entitled to rent a specific Porsche rental vehicle.
- Alongside a valid driving licence, the participant also needs to provide their passport/ID and a valid credit card when checking in on the day of the event. The participant must sign this contract in order to participate.
- All Porsche rental vehicles are covered by third-party vehicle insurance.
- Porsche rental vehicles are not covered by fully comprehensive insurance for Porsche Track Experience events. However, the participant shall be liable to damage to a vehicle as if it was covered by fully comprehensive insurance with a deductible. The deductible amount shall be listed in the respective rental agreement and can be obtained in advance at the Porsche Track Experience. If the third-party vehicle insurer is released from liability due to intentional or grossly negligent conduct on the part of the participant or if the third-party vehicle insurer can take recourse against PLG as a result of the participant's conduct, or the participant's violation results in damage that is not covered under the third-party vehicle insurance, the participant shall be liable for all damage for which they are responsible that is not covered by the third-party vehicle liability insurance. In the case of gross negligence, PLG shall be entitled to bill the participant an amount that corresponds to the severity of the negligence up to the amount of total damage.

d) Taking part in the participant's own vehicle:

- Only vehicles covered by statutory third-party vehicle insurance that comply with the requirements of the German Road Traffic Regulations [StVZO] shall be permitted to participate.
- Vehicles with red preliminary registration plates or temporary registration plates are not permitted to participate. This does not pertain to red/07 plates found on vintage cars.
- Vehicles intended for participation in training units must only be fitted with parts or equipment that have been approved by TÜV and entered in the vehicle documents. Furthermore, open-top vehicles (e.g. Cabrio, Targa, etc.) must feature a fold-over top. The following information must be observed for the exhaust system: Every track operator must take into account the restricted noise limits issued by the legislator, which must be regularly measured, documented and strictly adhered to. If the vehicle is equipped with a standard exhaust system from the manufacturer, there should not be any issues for the track operator.

- e) Booking for other participants: The participant shall be responsible for all contractual duties for co-participants included in the booking as with their own, insofar as they have assumed these duties with a separate explicit declaration.
- f) The driver safety training courses of the Porsche Track Experience aim to help participants to improve their driving skills and driving safety. This should also help to increase safety in everyday road traffic situations and generally reduce the number of accidents on the road. The courses pursue the following objectives:
- To improve vehicle control and response time
 - To identify hazardous situations well in advance – also in relation to specific weather conditions
 - To promote correct responses in hazardous situations

The courses are not aimed at achieving maximum speeds, nor are they intended to encourage competitive behaviour. To achieve these training objectives, participants are divided into groups of up to max. 12 participants of a similar level. A maximum of 2 instructors supervise each group. Participants of all Porsche Track Experience events are solely responsible for their own conduct.

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