

### Porsche Ice Experience 2020

**Apply by email or mail today.**

Email: [alice@pcgc.com.au](mailto:alice@pcgc.com.au)

Call: Alice Honan on 07 5555 7911

Mail: Porsche Centre Gold Coast, 1 Harvest Court, Southport, QLD 4215, Australia

☐ **Ice Experience \$8,500**

6.-10.2.2020

☐ **Accompanying guest\* \$2,450**

#### Driver details

First Name and Surname (Mr Mrs Ms Dr) \_\_\_\_\_

Mailing address \_\_\_\_\_

\_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Postcode \_\_\_\_\_

Email address \_\_\_\_\_ Mobile \_\_\_\_\_

Date of birth \_\_\_\_\_ Nationality \_\_\_\_\_ Driver licence number \_\_\_\_\_

Passport number \_\_\_\_\_ Passport issue date \_\_\_\_\_ Passport expiry \_\_\_\_\_

Event clothing (EUR sizes) ☐ XS ☐ S ☐ M ☐ L ☐ XL ☐ XXL ☐ XXXL

Height \_\_\_\_\_ Weight \_\_\_\_\_ Size of Shoes (EUR Sizes) \_\_\_\_\_

#### Driver's next of kin details (please print)

First Name and Surname (Mr. Mrs. Ms. Dr.) \_\_\_\_\_ Mobile \_\_\_\_\_

#### Accompanying guest details (\*must be over 18 years of age)

Accompanying guests do not take part in the driving program and are not authorised to be at the Porsche Driving Area Levi circuit on the driving days. The package is restricted to: 4 nights' accommodation with exclusive breakfast in the Porsche Lounge; 3 lunches in the Hotel Levi Panorama; Unlimited soft drinks at the hotel bar for the entire stay; 4 dinners with the active participants (choice of restaurant depends on training level); Transfer according to program (Kittilä Airport, Hotel Levi Panorama, Porsche Driving Area Levi); Alternative travel not included in price; Snowmobile tour.

First Name and Surname (Mr Mrs Ms Dr) \_\_\_\_\_

Email address \_\_\_\_\_ Mobile \_\_\_\_\_

Date of birth \_\_\_\_\_ Nationality \_\_\_\_\_ Driver licence number \_\_\_\_\_

Passport number \_\_\_\_\_ Passport issue date \_\_\_\_\_ Passport expiry \_\_\_\_\_

Event clothing (EUR sizes) ☐ XS ☐ S ☐ M ☐ L ☐ XL ☐ XXL ☐ XXXL

Height \_\_\_\_\_ Weight \_\_\_\_\_ Size of Shoes (EUR Sizes) \_\_\_\_\_

#### Accommodation requirements

☐ Twin-share room ☐ Double room

#### Dietary requirements

Please specify if you or your accompanying guest have any dietary requirements \_\_\_\_\_



## EXPERIENCE

11. **Refunds, exchanges & replacements:** PCA will only offer a refund or exchange of a booking if the Event is cancelled, rescheduled or significantly relocated by the Event Organiser (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time. PCA does not offer refunds or exchanges as a result of a change in your personal circumstances.
12. If the Event is cancelled, rescheduled or significantly relocated by the Event Organiser, all liability is limited to the amount for which the Event ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), neither PCA nor the Event Organiser will be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.
13. **Variation to Events:** Given the nature of the Event, PCA reserves the right to add, withdraw, reschedule or substitute events and/or vary advertised programs, prices and venues.
14. **Passports & Visas:** All travellers must have a valid passport for international travel. We will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits, which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please contact the Department of Foreign Affairs and Trade ("DFAT") on +61 2 6261 1111 and see <http://dfat.gov.au/travel/visas/Pages/visas-for-australians-travelling-overseas.aspx>. We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).
15. **Travel Insurance & Advice:** We strongly recommend that you take out appropriate travel insurance to cover all your travel arrangements (e.g. flights, accommodation and medical etc.).
16. Insurance is your sole responsibility. For details of the insurance cover included for you by the Event Organiser see documents attached to the registration form.
17. We recommend that you contact the DFAT and visit their website at [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for general travel advice, as well as specific advice (eg: safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.
18. **Health:** You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit may also available be from DFAT and at [www.smartraveller.gov.au](http://www.smartraveller.gov.au).
19. **Cancellation Fees:** Given the nature of the Event cancelled bookings may also incur supplier fees, which can be up to 90% of the cost of the participation fee, regardless of whether the event has commenced. Organiser fees may also apply where a booking is changed and when tickets or documents are reissued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the Event Organiser, we will not provide a refund to you until we receive the funds from that Event Organiser. Given the nature of the Event, cancellation fees are as follows:
- > For cancellations up to the 120th day before the start of the event, 25% of the participation price,
  - > from the 119th day before the start of the event, 50% of the participation price,
  - > from the 30th day before the start of the event, 75% of the participation price,
  - > from the 3rd day before the start of the event or non-attendance at the event, 100% of the participation price.
20. **Conditions of Event Participation:** Admission to an event is subject to the Event Organiser's Terms and Conditions. In particular, the following terms are binding on you unless otherwise specified:
- (a) you must produce a valid Australian drivers licence, passport and credit card; (b) you may be denied entry into, or removed from, an event where the Event Organiser has reasonable grounds to do so, including if you breach these Terms and Conditions or the Event Organiser's Terms, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others; (c) if you arrive late, you may not be allowed to participate until a suitable break in the event.
21. **Privacy:** We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online at <https://www.porsche.com/australia/privacy-policy/>. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. Given the nature of the Event, you agree that we are permitted to disclose your personal information to overseas recipients. Such recipients will include the Event Organiser and others providing services connected with the Event. These service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of Australia. Generally, we will only disclose your personal information to these persons in connection with facilitation of your booking and/or to enable the performance of administrative and technical services by them on our behalf. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

# PORSCHE

## EXPERIENCE

22. **Jurisdiction:** If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

23. **Car Hire Agreement, Exclusion of Liability and Consent Forms:** Participation in any event will not be permitted unless the participant first signs the Event Organiser's car hire contract, exclusion of liability and consent forms, the 2019 version of which are attached to this registration form. Please note, the amount of insurance excess payable under the Vehicle Organiser's insurance policies depends on the event: Ice Experience - 5,000 EUR, Ice Force/Pro - 10,000 EUR.

24. **Assignment:** You must not novate or assign any of your rights under these terms to a third party.

**By signing this form, I acknowledge that I have read, understood and accept (a) the above terms and conditions; (b) the Event Organiser's Terms and the Insurance Information.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Terms and Conditions

Porsche Experience

# Terms and Conditions

## Porsche Experience

### A. Preamble

The (Tour) Operator and your contractual partner shall be exclusively SPORTTOTAL EVENT GmbH. Thanks to an agreement with Dr. Ing. h.c. F. Porsche AG (hereinafter referred to as Porsche), SPORTTOTAL EVENT GmbH (hereinafter referred to as SPORTTOTAL EVENT) is authorised to provide certain services under the designations **Porsche Experience, Porsche Travel Experience, Porsche Track Experience, Porsche Ice Experience** and **Porsche Adventure Experience**. Your registration does **not** constitute a contractual relationship between you and Porsche.

Dear Guest,

As a (Tour) Operator under the names of **Porsche Experience, Porsche Travel Experience, Porsche Track Experience, Porsche Ice Experience** and **Porsche Adventure Experience**, SPORTTOTAL EVENT provides the experience programmes and driver safety training courses described on the website. Please read these terms and conditions carefully, as by making a booking you agree to accept them. These will be sent to you or viewed by you online before you make your booking. They apply to all (travel) events offered by the **Porsche Experience, Porsche Travel Experience, Porsche Track Experience, Porsche Ice Experience** and **Porsche Adventure Experience**. These terms and

conditions supplement section 651 a–y of the BGB (German Civil Code) as well as articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code). The driver safety training courses at the **Porsche Track Experience** and **Porsche Ice 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 two instructors supervise each group.

Participants at all **Porsche Experience** events are solely responsible for their own conduct. Any penalty notices will be forwarded from the Operator

to the participant and the participant's address will be disclosed to the authorities, should this be required.

### B. General Part

#### 1. Conclusion of the agreement

1.1 With the registration, the participant offers the Operator the conclusion of a binding contract. The contract becomes binding when the declaration of acceptance issued by the Operator is received by the participant. Such a declaration does not require a certain form. Upon or immediately after the conclusion of the contract, the Operator then sends the participant a written confirmation. This shall not be required if the participant's booking has been made less than seven working days before the start of the event.

1.2 The written confirmation which the participant receives directly after concluding the contract will contain all essential information on the services booked by the participant.

1.3 If the content of the Operator's declaration of acceptance differs from the content of the booking, this constitutes a new offer on the part of the Operator to which they are bound for a period of 10 days. The contract comes into effect on the basis of the new offer, if the participant declares their acceptance to the Operator within this binding

period by providing clear consent, making a deposit or paying the outstanding balance.

1.4 It should be noted that, in accordance with section 312, subsection 7 and section 312g, subsection 2, sentence 1, no. 9 of the BGB, in the event of package travel contracts in accordance with sections 615a and 651c of the BGB that are concluded through distant selling (letter, telephone, E-mail, SMS, telemedia, online services), there is no right of revocation. Insofar as the requirements are fulfilled, the statutory rights of withdrawal and cancellation apply. A right to revocation shall however apply, if the travel services contract is concluded off premises in accordance with section 651a of the BGB, unless the verbal negotiations on which the contract is based are carried out through a prior order made by the consumer; in this case, there is no right of revocation.

1.5 The participant is answerable for their obligations in respect of this contract as well as for those of the people travelling with them for whom they made the booking, insofar as they have accepted these obligations by way of a clear and separate declaration.

1.6 The participant must be at least 18 years old on the day of the event and must produce a

valid driving licence at the venue. The participant must inform the Operator immediately if they have been disqualified from driving or of any limitations regarding their driving licence (such as driving licence restrictions, temporary seizure or confiscation of their driving licence or any legal or official driving ban). Participation in the form of 'accompanied driving' from age 17 is not permitted. Participants must also affirm that no driving ban has been imposed on them by any authority.

1.6.1 The following driving licences are accepted:

- EU driving licences
- National driving licences in German or English
- National driving licences from non-EU countries not issued in English are only acceptable if accompanied by a certified German or English translation
- International driving licences only when presented together with a national driving licence

Please consult the relevant authority to find out whether an international driving permit is required for your event.

1.6.2 Participants shall not be entitled to participate in the relevant **Porsche Experience** event, if they have been officially banned from driving or are unable to produce a valid driving licence. In such cases, the participation price shall not be reimbursed.

**2. Conclusion of the agreement in the case of third-party participation**  
2.1 Third parties (e.g. hotels, travel agencies or transport companies) are not authorised by the Operator to make agreements, to provide information or to make assurances which alter the agreed content of the contract, go beyond the contractually promised services offered by the Operator or contradict the event offer.

2.2 Local information and hotel brochures that have not been issued by the Operator are not binding for the Operator or their service obligation, unless they have been expressly agreed with the participant as part of the event offer or as part of the service obligation of the Operator.

2.3 Insofar as the participant only books an additional service (e.g. green fees, admission ticket, additional nights) from a third-party provider without any other services, the Operator is only acting as an agent for the external service. The purchase of mediated external services means that the participant is entering into a contractual arrangement with the respective provider. The name of the provider in question is shown on the vouchers issued to the participant.

### 3. Payment

3.1 The Operator and travel agent may only request or accept payments against the participation price before the end of the event, if the participant has been issued with an insolvency insurance certificate (insolvency insurance cover with Deutscher Reisepreis-Sicherungsverein VVaG (DRS)). After conclusion of the contract, a deposit

of 25% of the total price will become due when the insolvency insurance certificate is issued. The balance must be paid 30 days before the start of the event, insofar as the insolvency insurance certificate is issued and it is certain that the event will be performed as booked. In the case of short notice bookings (within seven days before the start of the event), the full participation price is payable immediately.

3.2 The amounts for the deposit and balance and any applicable cancellation charge are shown in the confirmation/invoice. The charges in the event of a cancellation, change to booking or handling fees as well as charges for individual event arrangements are payable immediately.

3.3 Prices are stated in euros and are inclusive of statutory VAT. The invoice amount is payable without deductions. Payments by transfer to the account of the Operator can only be made in euros. In the case of money transfers from foreign countries, the participant shall bear the transfer charges.

3.4 The participant may also pay for the event by credit card. In this case, the credit card details will be requested when booking. New customers will only be invited to pay by credit card. With regard to the expiry date of the credit card and the dates on which it is debited, please refer to clause 3.1.

3.5 Participants may also make payment via PayPal. When using the payment service provider 'PayPal', payments are processed by PayPal

(Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg in accordance with the PayPal terms of use, which can be viewed online at [www.paypal.com](http://www.paypal.com). This requires, among other things, that the customer opens a PayPal account, if they do not already have one.

3.6 If the participant has not received the event documents within seven days before the start of the event, at the latest, they should immediately contact the Operator. In the case of short notice bookings made within seven days before the start of the event, the participant will receive their documents immediately after booking. Participants should check their event documents carefully upon receipt. In the case of short notice bookings made within seven days before the start of the event, the participant will be invoiced immediately for the full participation price.

3.7 If payments are not made or not made in full by the agreed deadlines and if the participant fails to make a payment even after a reminder with payment deadline, the Operator may cancel the relevant contract except in the case where a serious deficiency with the event has already become apparent.

3.8 In the event of cancellation of the contract in the context of the sentence above, the Operator may demand payment of cancellation charges as compensation. If the participant does not make the payments despite being in arrears, the Operator reserves the additional right to charge a dunning fee of EUR 10 for the second reminder. The participant's right to prove that substantially lower or no costs were incurred remains unaffected.

3.9 Costs for additional services, such as visa applications, etc. are not included in the participation price, unless expressly itemised in the service description. If such costs are incurred, they will be invoiced separately.

4. Services and prices

4.1 The contractually agreed services are found in the service descriptions (e.g. flyer, website) and in the details to be found in the written confirmation.

4.2 Before the contract is concluded, the Operator may modify the service descriptions at any time. Naturally, the participant will be informed accordingly before making the booking.

4.3 Any changes to or deviations from individual services specified in the original contract that may become necessary after conclusion of the contract and are not due to actions on the part of the Operator involving a breach of good faith are permissible only to the extent that they are of minor significance and do not impair the overall nature of the event booked. In the case of booked flights, flight times are as shown on the flight ticket.

4.4 Any warranty claims remain unaffected, especially insofar as the changed services are subject to deficiencies. The Operator shall be obliged to inform the participant immediately concerning changes to or deviations from the services. If appropriate, the Operator will offer the participant the opportunity of rebooking or cancelling the contract free of charge. If a changed flight also involves a change in the airport, any

Rail & Fly ticket included in a participant's event documents is still valid.

4.5 In the case of a retrospective change to the participation price, the Operator shall inform the participant immediately. Price increases within the last 20 days before the start of the event are not permitted. In the case of price increases of more than 5%, the participant is entitled to cancel the contract or to request transfer to another event that is at least equivalent to the event in question on the condition that the Operator is able to offer such an event to the participant at no extra cost from their programme. The mutual rights and obligations referred to in this paragraph also apply in the case of a permitted change to a main service.

4.6 The participant shall assert his rights against the Operator immediately after being notified by the Operator about the price increase and/or change to the service.

4.7 In the case of extreme weather conditions, orders issued by the relevant authorities for safety or other material reasons or as the result of circumstances unforeseeable at the time of concluding the contract, the Operator reserves the right to adapt the driving programme in line with circumstances (e.g. by changing the vehicle models, tyres or sections of the track used) to ensure the safety of participants. Such changes shall not affect the agreed participation fee, as long as they do not represent a significant change to the event booked.

5. Safety precautions

5.1 Participants must follow the instructions given by SPORTTOTAL EVENT employees for the entire duration of any event. Seat belts must be worn at all times.

5.2 The use of mobile phones and smoking are not permitted while driving.

5.3 In the event of gross breaches of driving discipline, the event management shall be entitled to exclude the participant concerned from any further participation. In such cases, there shall be no reimbursement of the participation price.

5.4 The consumption of alcohol is strictly prohibited (blood alcohol level: 0.0 per cent) during all driving events, as is the taking of drugs or other intoxicating substances which may impair the participant's ability to drive. All participants undertake to ensure, through their behaviour before and during the event, that they comply with these requirements. The event management shall be entitled to exclude any participant reasonably suspected of consuming alcohol or taking drugs or any other intoxicating substance from any further participation in the event. In such cases, there shall be no reimbursement of the participation price.

5.5 For safety reasons, it is not permitted to bring animals to the event.

5.6 Due to the international nature of the events and for safety reasons, so that participants can follow the instructions given by the tour guides/ instructors and safety personnel, the language of

events shall be German and English. In the event of one of the participants only being able to speak and understand English, the event will be held entirely in English.

5.7 It should be noted that the events are of a decidedly sporty nature and require participants to be both physically and mentally fit. If you have any concerns about whether you meet the requirements for your chosen event, please discuss this with the Operator and your doctor before making a binding booking.

5.8 Before an event, all participants must attend a safety briefing and confirm this in writing. If the briefing is not attended, the Operator shall be entitled to exclude the participants concerned from participation in any **Porsche Experience** event. In such cases, the participant shall not be entitled to a reimbursement of the participation price.

6. Special requests

6.1 The Operator may only accept the handling of special requests if these are declared to be non-binding. The Operator will do their best to accommodate the request for special arrangements that are not included in the service description (e.g. adjacent rooms or rooms in a certain location).

6.2 In addition to the services described in the event programmes, the Operator will be happy to cater to personal programme requests (à la carte services) as a separate service. This à la carte service refers to all event components that are not included in the regular service description.

6.3 If participants wish to stay longer at the event destination, they should contact the event management team or local representatives as soon as possible. We are happy to extend your stay if the relevant accommodation and return transport options are available. The costs for extending stays are payable at the destination. Please pay close consideration to the applicable rates and conditions for your return transport as well as the period of validity of your travel insurances and any possible visa requirements.

6.4 For the events on offer, the participant will be looked after at the destination by the Operator's project managers or event management. Please consult your event documents for details, addresses and phone numbers. In the event of complaints, please refer to the special notes under clause 16.

6.5 In the event that additional services are booked by the participant after the initial invoice or locally during the event, the Operator reserves the right to create a new additional invoice and send it to the participant.

6.6 If flights are to be included:

6.6.1 In accordance with the EU regulation on informing passengers of the identity of the air carrier, the Operator is obliged to inform the participant of the identity of the airline company performing any or all airline transport services to be rendered during the booked event at the time of booking. If the operating airline company has not yet been conclusively established at the time of booking, the Operator shall be obliged to inform the participant about the airline company that will

probably perform the flight. As soon as the Operator has established which airline company will perform the flight, they shall inform the participant. In the event that the air carrier disclosed to the participant changes, the Operator must inform the participant accordingly. They must immediately take all appropriate steps to ensure that the participant is informed about the change as quickly as possible. A list of airline companies subject to an operating ban within the EU (community list) can be found at [www.lba.de](http://www.lba.de)

6.6.2 Flights will be with scheduled airlines. Participants will be carried in economy class; a transfer to First Class or Business Class is possible on payment of the appropriate supplement. Transportation is provided on the basis of the terms and conditions of transport of the respective transport provider. These can be furnished upon request. We strongly recommend that money, valuables, technical equipment and medication be carried exclusively in your hand luggage.

6.7 Changes to the services and costs when transport is included

In the event of an increase in transport costs or duties levied for certain services, such as port or airport taxes, after conclusion of the contract, the Operator reserves the right to change the agreed participation price as follows:

6.7.1 If any transport costs incurred, in particular, fuel costs, rise above the costs at the time of concluding the contract, the Operator may increase the participation price according to the following calculation:

a) In the case of cost increases charged to the Operator on a seat basis, the Operator can charge the participant the relevant increase.

b) In other cases, the additional transport costs charged by the transport provider per means of transport are divided by the number of seats for the contractual means of transport. The Operator can charge the participant the resultant increase per seat calculated in this manner.

6.7.2 If charges such as port or airport charges that the Operator has to pay are increased above the costs at the time of concluding the contract, the participation price may be increased by the corresponding pro-rata amount.

6.7.3 Charging increased costs in accordance with the paragraphs mentioned above shall only be permitted, if the interval between the conclusion of the contract and the agreed event date is more than four months and the circumstances leading to the increase had not occurred nor could be foreseen by the Operator prior to conclusion of the contract.

7. Cancellation charges when flights and additional services are included

7.1 In the case of flight-only on scheduled flights per person, the flat-rate claim for cancellation charges amounts to EUR 50 for more than 30 days before departure; EUR 150 from the 30th day before departure. This provision only applies to cancellation of flight-only routes on scheduled flights and not to cancellation of combined events.

7.2 Insofar as there are specific event-related circumstances for which a special flight or charter flight is offered upon customer request, the Operator is only acting as an agent. For flights, please refer to the terms and conditions of the respective provider of charter flights or the relevant airline company. The Operator points out that, in many cases, there may be a charge for rescheduling or cancelling flights, if possible at all.

7.3 In the case of additional services where the Operator acts only as an agent, e.g. green fees, admission tickets, additional nights, the cancellation conditions of the respective service provider shall apply. The participant is advised of these when making the booking.

8. Liability when flights are included

8.1 Transportation is provided on the basis of the terms and conditions of transport of the respective transport provider. These can be furnished upon request. The terms and conditions of the German railway company Deutsche Bahn AG as shown on the reverse side of the train ticket documents do not apply to the contract between the participant and SPORTTOTAL EVENT. The rights and obligations of the Operator and the participant in accordance with German travel legislation and these comprehensive terms and conditions are not restricted by the terms and conditions of the relevant transport provider.

8.2 In line with the service description (cf. clause 4 under 'Special Part'), the event documents include Rail & Fly tickets from Deutsche Bahn AG and an additional 'Fahren & Fliegen' (Drive & Fly)

leaflet from the Association of German Transport Companies.

8.3 Each participant is individually responsible for arriving in good time at the departure airport, unless their late arrival is the result of a wilful or grossly negligent action on the part of the Operator.

**9. Start of event/cancellation charges**

9.1 The participant may cancel the event at any time prior to travelling. The date of receipt by the Operator (for the address, please refer to the end of these terms and conditions) of the notice of cancellation is definitive in this respect. Participants are required to submit notification of their cancellation in writing.

9.2 If the participant withdraws from the event or if he does not take part in the event, the Operator shall not be entitled to the cost of participation. Instead, the Operator can, unless responsibility for cancellation of or non-participation in the event lies with him, or this is a result of force majeure, request appropriate cancellation fees. These cancellation fees are to be based on the cost of participation, less the normal savings in expenditure and possible other uses of the services, taking into account the proximity of the point of cancellation to the contractually agreed event start date. The reasons for this must be provided by the Operator at the participant's request.

9.3 Cancellation charges are also due if a participant does not appear punctually at the times specified in the event documents at the event location or if the participant cannot take part in

the event due to the absence of the relevant event documents, such as valid passport or required visa, for a reason for which the Operator is not responsible.

9.4 The participant is entitled to provide proof that no or significantly lower costs were incurred in the context of the cancellation or no-show than the costs imposed by the Operator when implementing the flat rates.

9.5 The Operator reserves the right to request a higher concrete compensation, differing from the aforementioned flat rates specified under clauses C.I.5, C.II.7, C.III.4 and C.IV.5. In this event, the Operator shall be obliged to specify and prove a concrete figure for the requested compensation, taking into account any saved expenditure and any possible alternative use of the service.

**10. Rebooking/change of person**

10.1 Up to the 31st day before the start of the event at the request of the participant, the Operator shall, as far as is feasible, amend the confirmation (rebooking) for a fee of EUR 50 per person. Rebooking means, for instance, changes to the event date, destination, starting location, accommodation or transport. In the case of scheduled flights, as soon as the ticket has been issued, additional changes to the departure time are deemed to be a rebooking. Changes in line with the periods referred to above (e.g. for flight-based/standard charges from 30th day before start of event) as well as changes that take effect outside the period of validity of the service description (cf. clause 4) upon which the booking is made may

only be made by cancelling the contract under the provisions in clause 9 of the 'Special Part' of these terms and conditions and immediately rebooking. This also applies to flight-only travel on scheduled flights in the case of a change of carrier performed at the participant's request.

10.2 Until the start of the event, the participant may request that a third party be assigned their rights and obligations in accordance with the contract. In this case, the Operator must be notified in writing immediately. The Operator may object to the third party substituting the participant, if the third party does not satisfy the necessary event requirements or if statutory or official regulations or directives preclude their participation.

10.3 If a third party replaces the booked participant, the Operator is entitled to charge a flat-rate handling fee of EUR 50 to cover the associated costs. The participant's right to furnish proof that substantially lower or no costs at all have been incurred remains unaffected.

10.4 The registered participant and the substitute person are jointly and severally liable for paying the extra cost incurred through inclusion of the replacement person.

**11. Ordering/returning gift vouchers**

11.1 Vouchers may only be redeemed against services provided by the **Porsche Experience**. Vouchers cannot be redeemed against additional services, such as flights or any rebooking or cancellation fees. Vouchers may only be redeemed through the Operator, SPORTTOTAL EVENT.

Vouchers may be split and used for several bookings. Any remaining value under EUR 50 shall not be refunded and shall expire. Vouchers shall not be issued for any remaining value under EUR 50.

11.2 Vouchers and their redemption are subject to the laws of the Federal Republic of Germany. Vouchers shall be valid for a period of three years from the end of the year in which they are issued.

11.3 If a voucher for a given value that has already been issued is returned, a handling fee of 5% of the value of the voucher will be charged. Payment will only be made to the person who ordered the voucher. The participant is entitled to furnish proof that the costs were lower or indeed non-existent. The right to provide a substitute participant (cf. clause 10) remains unaffected by the above provisions.

**12. Insurance**

12.1 The participation price generally includes an insurance package from HanseMerkur Reiseversicherung AG covering travel cancellation and accident insurance and, in the case of a participation price of EUR 15,000 or more, also travel interruption insurance (holiday guarantee). The scope and coverage of the insurance is determined by the insurance documents presented. There is also an option to deselect the insurance package, although this will mean that no insurance cover is provided.

**13. Cancellation and termination by the operator**

13.1 The Operator may terminate the contract without notice if the participant continues to

disrupt the course of the event despite proper admonishment by the Operator. This also applies if the conduct of the participant grossly violates the terms of the contract to such an extent that the immediate termination of the contract is justified. The Operator reserves the right to retain the participation price paid for the event. The disruptive participant shall also bear any extra costs incurred for repatriation. However, the Operator must make due cost adjustment that takes into account the value of any expenditure saved, as well as such benefits generated by the components not made use of by the participant and put to other meaningful use or any refunds received from service providers.

13.2 The Operator may cancel the event contract up to five weeks (receipt by the participant) before the start of the event, should the minimum number of participants specified in the relevant service description and in the written confirmation not be reached. The Operator shall, of course, notify the participant as soon as it becomes apparent that the minimum number of participants will not be reached. The notice of cancellation will be delivered to the participant immediately. The participant shall be immediately refunded the participation price paid.

13.3 The Operator may terminate the contract before the start of the event, if he is prevented from fulfilling the contract on the grounds of unavoidable and exceptional circumstances. In this case, he must declare the termination immediately upon being informed of the grounds for termination. If the Operator withdraws from the contract, he shall lose the right to claim the participation price.

13.4 You will find travel advisories from the German Foreign Office on the internet at [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de) or by calling +49 30 5000-2000.

**14. Redress/price reduction/termination**

14.1 If a service is not fulfilled or not fulfilled according to the contract, the participant shall be entitled to demand redress. The Operator can refuse to provide redress, if this is impossible or would involve unreasonable expenditure.

14.2 The participant may request a reduction in the participation price, if services were not provided without any travel deficiencies or they did not culpably omit to notify the Operator of the deficiency immediately. In deviation from section 651 j of the BGB, the limitation period for the rights resulting from the reduction in the participation price (section 651 m BGB) is three years. Section 199, subsection 1 of the BGB shall apply with respect to the start of the limitation period.

14.3 In the event that the Operator is not able to redress the deficiency resulting from a culpable failure to provide notice of defects, the participant can claim neither a reduction in price in accordance with section 651 m of the BGB nor compensation in accordance with section 651 n of the BGB.

14.4 If an event is seriously impaired as a result of a deficiency and the Operator does not provide redress within a reasonable period, the participant may terminate the contract in line with the statutory provisions – it is recommended that, in his own interest and for the purpose

of securing evidence, the participant put the notice of termination in writing. A reasonable deadline for providing redress does not apply, if the Operator refuses to provide redressor if the redress is required immediately. If the contract is thus terminated, the participant shall be entitled to repatriation, provided this is included in the contract. In this case, they shall only owe the Operator that part of the participation price which is allocated to the services they used or the full participation price less the services that were still to be provided to be able to terminate the event.

**15. Liability**

15.1 Participants take part in events organised by the **Porsche Experience** at their own risk.

15.2 If a deficiency exists, the participant is entitled, irrespective of a reduction in the participation price or termination, to claim damages, unless the deficiency was caused by the participant, or by a third-party who is neither the service provider nor involved in any other way in providing the services included in the event and which the Operator was unable to prevent, or by unavoidable and exceptional circumstances. They may also claim damages for wasted holiday time if the event was ruined or seriously impaired.

15.3 Contractual claims for damages: the Operator's contractual liability for damages other than personal injury is limited to three times the amount of the participation price, as far as the damage suffered by the participant was not caused by the Operator wilfully or through gross negligence. The limitation of the liability to three

times the participation price also applies to damage to the participant, other than personal injury, for which the Operator's responsibility is solely due to the fault of a service provider.

15.4 Claims for damages based on tort: claims for damages asserted against the Operator for tort that are not due to wilful acts or acts of gross negligence are limited with respect to damage to property to the amount of three times the participation price. These maximum liability amounts apply per participant and event. Possible claims related to baggage in accordance with the Montreal Convention which might go beyond such an amount remain unaffected by this limitation.

15.5 The Operator shall not be liable for interruptions to services, personal injury and property damage related to services for which they acted merely as agent and only mediated services rendered by an outside party (e.g. excursions, sports events, theatre visits, exhibitions, transportation services from and to the specified places of departure and destinations), if these services were explicitly designated in the event description and the booking confirmation as services rendered by an outside party so that they are discernible to the participant as not being part of the service rendered by the Operator.

15.6 The Operator is, however, liable for services which include the transportation of participants from the specified place of departure for the event to the specified destination, interim transport during the event and the accommodation during the event, if and insofar as the damage suffered by



the participant was causally due to the Operator breaching their obligations to inform, advise and organise.

15.7 The participant is solely responsible for his participation in sports and other leisure activities. The participant should inspect the sports facilities, equipment and vehicles before using them. The Operator will only be liable for accidents that occur in the course of sports and other leisure activities, if caused by him.

**16. Duty of cooperation/complaints**

16.1 In the event of disruptions to services, each participant shall be obliged to cooperate in avoiding or minimising possible damage within the framework of the statutory provisions.

16.2 While complaining to the service provider might often be helpful, it does, however, not release the participant from their duty to make a complaint to the Operator. The participant will find the necessary telephone and fax numbers as well as E-mail addresses in their event documents or in the service descriptions. In the event of damage to or delays in the delivery of baggage or goods after a flight, the Operator recommends that the participant immediately notifies the respective air carrier at the airport by completing and submitting the Passenger Irregularity Report (PIR) within seven days after discovering the damage in case of travel baggage, within 14 days after the acceptance in case of goods, or, in case of a delay, 21 days after the baggage or the goods were provided to the participant, at the latest. As a rule, airlines refuse to pay compensation if the PIR was not completed

and submitted. In addition, the loss of, damage to or faulty transport of baggage should be notified to the event management.

16.3 Event managers are not authorised to recognise claims of any kind. The limitation period for claims for damages made by the participant based on section 651 n, subsection 1 of the BGB, with the exception of claims for wasted holiday time, in deviation from section 651 j of the BGB, shall be three years. Section 199, subsection 1 of the BGB shall apply with respect to the start of the limitation period. Any statutory claims for compensation by the Operator due to a change or deterioration in the items used by the customer as part of the tour shall become invalid six months after the end of the event.

**17. Passport, visa, customs, foreign currency and health requirements**

17.1 The Tour Operator shall inform participants about the general requirements of the passport and visa regulations in the country of destination prior to the conclusion of the contract as well as any changes before travel.

17.2 The participant is responsible for the acquisition and keeping of all officially required travel documentation, any vaccinations that may be required, as well as observing customs and foreign exchange regulations. Penalties arising from non-compliance with these rules, e.g. the payment of cancellation fees, shall be at his expense. This does not apply if the Operator has not provided information, or has provided insufficient or incorrect information.

17.3 The Operator is not liable for the timely issuance of nor access to necessary visas by the respective diplomatic agency. Please read the information provided prior to the conclusion of the contract to see whether you need a passport to travel to your booked event or whether an ID card suffices, and please ensure that your passport or your ID card are valid beyond the event.

17.4 Some countries apply very strict customs and currency regulations. Please make sure that you are well informed and abide by the regulations.

Some countries demand certain vaccination certificates, which may not be less than eight days old and not more than three years (smallpox) or ten years (yellow fever) old. Proof of such vaccinations is also required by the German authorities after returning from certain countries (e.g. Africa, Middle East). For relevant information, please consult the information provided prior to the conclusion of the contract and contact the Tour Operator in case of questions.

**18. Place of jurisdiction/general information**

18.1 The recipient of the contract documents and the written confirmation is obliged to check the documents received immediately to ensure that they are correct (name, event data, destination, etc.) and to immediately notify the issuer in the event of an error.

18.2 If individual provisions of the contract are ineffective, the effectiveness of the entire contract shall remain unaffected. The same shall apply to these terms and conditions.

18.3 The contractual relationship between the participant and the Operator shall be subject exclusively to German law. The same shall apply to the entire legal relationship.

18.4 Insofar as legal action is taken by the participant against the Operator in foreign countries and German law is not applied to the liability of the Operator on account of the reason of the action, then German law shall apply exclusively to the legal consequences, in particular, regarding the type, scope and amount of the claims of the participant.

18.5 The participant can take legal action against the Operator only at the place where the Operator has its domicile.

18.6 Any legal action taken by the Operator against the participant must be made at the place where the participant is resident. The venue for any legal action against a participant or contract partner to a contract, who are merchants, legal persons under public or private law, or persons who are domiciled or have their place of residence in a foreign country or whose domicile or usual residence is unknown at the time the action is taken, is agreed as the place where the Operator has its registered office.

18.7 The aforementioned conditions on the choice of law and the legal venue do not apply,

a) if and insofar as something else applies in favour of the participant on the basis of contractually mandatory regulations of international agreements

and which are applicable to the contract between the participant and the Operator, or  
b) if and insofar as mandatory regulations in the member state of the European Union to which the participant belongs are applicable to this contract and are more favourable to the participant than the regulations in these terms and conditions or the applicable German provisions.

**19. Photographs and video recordings**

19.1 Photographs and video recordings taken during the event may only be used for private purposes. Any commercial use of photographs and video recordings is prohibited. This applies in particular to the publication of photographs/videos as part of blogs/vlogs/video platforms such as YouTube, etc., or by non-accredited journalists, unless the publication has been agreed beforehand with SPORTTOTAL EVENT.

19.2 The use of drones and action camera systems (e.g. Go-Pro) during the **Porsche Experience** events is strictly prohibited. Exceptions may be made by SPORTTOTAL EVENT in individual cases.

**20. Data protection**

Personal data that you provide to us will be electronically processed and used if required for the purposes of fulfilling the contract. All of your personal data will be processed in accordance with German and European data protection laws. Further information on the handling of your data can be found in our privacy policy:  
<https://experience.porsche.com/en/privacy>

**21. Consumer dispute settlement**

Consumer dispute settlement procedure:  
Porsche and SPORTTOTAL EVENT are neither willing nor obliged to participate in a dispute settlement procedure before a Consumer Arbitration Service.

**C. Special Part**

**I. Porsche Travel Experience**

**1. Services/Prices**

1.1 The participation price for **Porsche Travel Experience** events covers the following services:

- Provision of a hired Porsche model (including fuel), according to the event description and car hire contract to be agreed separately
- Accommodation and catering according to the event description
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Event management
- Other services included in the relevant event programme

1.2 **Porsche Travel Experience** event participants are responsible for the following costs:

- Cost of travel to and from the event (unless described otherwise in the documents)
- Additional costs at the hotel (drinks at the bar, alcoholic drinks not included with dinner, e.g. spirits, etc.)

**2. Hired Porsche models**

2.1 Porsche cars may be hired for the duration of Porsche Travel Experience events. In this case, a separate car hire agreement has to be made with SPORTTOTAL EVENT. Participants do not have any entitlement to a specific Porsche car model. There are always two persons in each vehicle. Subject to availability and the agreement of SPORTTOTAL EVENT, participants can opt to be a sole driver (Single Driver) for an additional charge.

2.2 Participants hiring a Porsche model must produce a valid driving licence and identity papers/passport as well as a credit card at time of check-in on the day of the event. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

2.3 Hired Porsche models are covered by third-party vehicle insurance.

2.4 In the context of a **Porsche Travel Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is EUR 2,500 per case of damage, as disclosed in the relevant car hire contract with SPORTTOTAL EVENT. Information on any variations to the specified excess, e.g. in conjunction with the use of special vehicles, shall be given to you by the Operator prior to the event.

2.5 If the insurer is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance held by SPORTTOTAL EVENT can take redress against the participant as a result of this behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage they have caused. In the case of gross negligence, the Operator shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

**3. Participation at special events in privately-owned Porsche vehicles**

3.1 The **Porsche Travel Experience** reserves the right to offer special events at which participants will drive their own Porsche vehicles.

3.2 Only vehicles covered by statutory third-party insurance and which comply with the German road traffic licensing regulations (StVZO) may be used in the event.

3.3 The use of vehicles that have been issued with transit or temporary number plates is not permitted at these events.

3.4 All parts or equipment fitted to the vehicles used to participate in a special event organised by the **Porsche Travel Experience** must be approved by the German Technical Inspection Association (TÜV) and entered in the vehicle registration papers.

3.5 The Operator reserves the right to exclude from the event any vehicle that does not comply with the aforementioned requirements in accordance with clauses 3.2 to 3.4. There is no entitlement to the provision of a replacement vehicle in such cases.

3.6 The Operator recommends that participants check with their car insurers to ensure the validity of their third-party vehicle insurance and, if applicable, their fully comprehensive insurance cover in relation to any planned participation at a **Porsche Travel Experience** event.

If participating in a privately-owned Porsche vehicle, any fuel not specified in the general regulations is not included in the participation price.

**4. Accompanying persons**

There are always two drivers/full-paying participants in each vehicle. It is therefore not possible for accompanying persons to take part in the driving programme (regular programme).

Children aged 12 years or above may, in exceptional cases, participate in the event and travel as an accompanying person with their parents in the hire car (participation prices are provided on request, only possible in a Porsche Cayenne, Panamera or Macan). The legal guardian(s) must sign an exclusion of liability statement on behalf of the minor.

**5. Flat-rate cancellation charges**

The flat-rate cancellation charges for events are generally applied per person as follows:

- more than 30 days before the event 25%,
- from 30th day before the event 50%,
- from the 15th day before the event 75%,
- from 3rd day before the event up to the day on which the event starts or no-show 100% of the participation price.

**II. Porsche Track Experience**

**1. Services/Prices**

1.1 The participation price for **Porsche Track Experience** events covers the following services:

- Circuit hire including track safety measures
- Driving programme
- Supervision by up to two instructors per group
- Event management
- Food and refreshments (as specified in the respective programme)
- Technical support for the vehicles
- Medical support
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Event documents

1.2 **Porsche Track Experience** event participants are responsible for the following costs:

- Travel to and from the training venue (unless otherwise stipulated in the event documents)
- Running costs for the participant's own vehicle including fuel and lubricants
- Accommodation costs in the hotel as indicated as well as additional costs such

as drinks at the bar, parking, telephone charges, etc.

**2. Event requirements**

2.1 There are no requirements for participation in the Precision courses. To participate in the Performance training course, the driver must have completed a Precision event at the **Porsche Track Experience**. To participate in a Master or Master Licence training course, the driver must have completed a Performance training. To participate in a Master Cup training course, the driver must have completed a Master or Master Licence training course at the **Porsche Track Experience**.

2.2 There are no requirements for participation in the Warm-up, Classic Cars and Fast Track courses. However, it is recommended that participants have completed Precision level for *g*-Force. It is up to the discretion of the Operator whether training units completed outside the **Porsche Track Experience** are accepted as equivalent prior training.

**3. Hired Porsche models**

3.1 Porsche cars may be hired (subject to availability; hire fee depends on training level) for the duration of **Porsche Track Experience** events. In this case, a separate car hire agreement has to be made with SPORTTOTAL EVENT. Participants do not have any entitlement to a specific Porsche car model.

3.2 Participants hiring a Porsche model must produce a valid driving licence and identity papers/passport as well as a valid credit card at time of

check-in on the day of the event. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

3.3 Hired Porsche models are covered by third-party vehicle insurance.

3.4 In the context of a **Porsche Track Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is disclosed in the relevant car hire contract with SPORTTOTAL EVENT and this information may be requested beforehand from the **Porsche Track Experience**.

The damage excess for individual events is as follows:

- a) Precision, Warm-up: EUR 5,000
- b) Performance: EUR 7,500
- c) Master, Master Licence, Fast Track, *g*-Force: EUR 10,000
- d) Master Cup (Porsche 911 GT3 Cup): EUR 25,000

When hiring turbocharged or GT vehicles, the damage excess is irrespective of the training level:

- e) 911 Turbo (S), 911 GT3: EUR 10,000
- f) 911 GT3 RS, 911 GT2 RS: EUR 20,000

If excesses differ from the above amounts, e.g. due

to the use of special vehicles irrespective of the type of event, the organiser will provide information on this in advance.

3.5 If the third-party insurance is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance can take redress against SPORTTOTAL EVENT as a result of the participant's behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage he has caused. In the case of gross negligence, the Operator shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

**4. Participation in privately-owned vehicles**

4.1 Only vehicles covered by statutory third-party insurance and which comply with the German road traffic licensing regulations (StVZO) may be used in the event.

4.2 The use of vehicles that have been issued with transit or temporary number plates is not permitted in these events. Classic cars with red transit plates (also known as O7 plates in Germany) are excluded.

4.3 All parts or equipment fitted to the vehicles used to participate in the training units must be approved by the German Technical Inspection Association (TÜV) and entered in the vehicle registration papers. In addition, open-top vehicles (e.g. Cabriolet, Targa, etc.) must be fitted with roll-over protection.

The following must also be observed for the exhaust system: every circuit operator must observe the noise restrictions set by the legislator. These must be continually measured, documented and strictly complied with. If a vehicle is fitted with a standard exhaust system from the manufacturer, there should be no complaints from racetrack security.

4.4 The Operator reserves the right to exclude from the event any vehicle that does not comply with the aforementioned requirements in accordance with clauses 4.1–4.3. There is no entitlement to the provision of a replacement vehicle in such cases.

4.5 The Operator recommends that participants check with their car insurers to ensure the validity of their third-party vehicle insurance and, if applicable, their fully comprehensive insurance cover in relation to any planned participation in training at the **Porsche Track Experience**.

4.6 Participants driving their own vehicles at a **Porsche Track Experience** event shall indemnify the Operator and his legal representatives and vicarious agents from all claims resulting from damage to this vehicle made by an authorised third party (keeper, owner, etc.), unless the damage was caused through gross negligence or malicious intent on the part of the Operator or his legal representatives and vicarious agents.

**5. Accompanying persons/second drivers**

5.1 Each participating driver may register an accompanying person to join them in a training

event, but not take part actively. The accompanying person may travel as a passenger during section training. However, unfortunately no passengers are allowed in the training vehicle while completing laps. Children from the age of 12 may accompany the driver in the Precision level training sessions (not including Precision Boxberg– aged 16 or over) in the participant's own vehicle. However, another adult must be available on site to oversee any children aged 16 or under during lap driving sessions. Employees of the **Porsche Track Experience** cannot accept responsibility for supervising children. The relevant guardian(s) with custody of the child must sign a liability waiver for the minor. For Performance, Master, Master Licence, Master Cup training levels as well as for special courses (excluding Warm-up aged 12 or over and *g*-Force aged 16 or over), the minimum age for accompanying persons is 18.

5.2 It is only possible to register second drivers (two active drivers/full-paying participants per vehicle) for special incentive events. In exceptional cases and on request, it is possible for two people to share the training vehicle on regular courses, as long as the minimum number of participants has been reached (generally 10 participants, 5 vehicles). Unfortunately, second drivers cannot be registered for individual bookings. In this case, each active participant requires his own training vehicle (private vehicle or hired Porsche model).

5.3 Accompanying persons named on the registration form and second drivers may travel in the participant's car during section training sessions, except when drivers are being assessed or completing laps. While the participant is completing

laps, the accompanying person may travel with the instructor (subject to available space).

5.4 At all **Porsche Track Experience** events, helmets must be worn when completing laps. This also applies to various section training sessions. The Operator provides a limited number of helmets in a range of sizes (S–XL). If participants have their own helmet, these may be brought along and used.

**6. Training venues**

The training facilities are closed to other drivers during the events. All training facilities are subject to the German road traffic regulations (StVO) and road traffic licensing regulations (StVZO). These must be observed by participants.

**7. Flat-rate cancellation charges**

The flat-rate cancellation charges for events generally are applied per person as follows:

- more than 30 days before the event 25%,
- from 30th day before the event 50%,
- from 15th day before the event 75%,
- from 3rd day before the event up to the day on which the event starts or no-show 100% of the participation fee.

**III. Porsche Ice Experience**

**1. Services/Prices**

1.1 The participation price for Porsche Ice Experience events covers the following services:

- Training fees for the relevant training contents
- Circuit hire including track safety measures

- Provision of a hired Porsche model (including fuel), according to the event description and car hire contract to be agreed separately
- Accommodation and catering according to the event description
- Technical support of the vehicles
- Medical care and assistance
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Driving programme and instructors
- Project management

1.2 **Porsche Ice Experience** event participants are responsible for the following costs:

- Cost of travel to and from the event (unless described otherwise in the documents)

**2. Hired Porsche models**

2.1 In the context of **Porsche Ice Experience** events, SPORTTOTAL EVENT provides hired Porsche models for participation in the relevant event. In order for participants to be provided with a car, they must enter into a separate car hire contract with SPORTTOTAL EVENT. The participants do not have any entitlement to a specific Porsche car model. There are always two persons in each vehicle. Subject to availability and the agreement of SPORTTOTAL EVENT, participants can opt to be a sole driver (Single Driver) for an additional charge.

2.2 Participants must produce a valid driving licence and identity papers/passport as well as a valid credit card at time of check-in on the day of arrival. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address.

This contract must then be signed by the participant as a prerequisite for participation.

2.3 Hired Porsche models are covered by third-party vehicle insurance.

2.4 In the context of a **Porsche Ice Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is disclosed in the relevant car hire contract with SPORTTOTAL EVENT and can be requested beforehand from the **Porsche Ice Experience**. The damage excess depends on the individual event:

- Ice Experience: EUR 5,000
- Ice Force/Ice Force Pro: EUR 10,000
- Ice Cup: EUR 25,000

Information on any variations to the specified excess, e.g. on individual programmes or in conjunction with the use of special vehicles irrespective of the type of event, shall be given to you by the Operator prior to the event.

2.5 If the third-party insurance is not liable due to wilful intent or gross negligence on the part

of the participant, or if the third-party insurance can take redress against SPORTTOTAL EVENT as a result of the participant's behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage he has caused. In the case of gross negligence, the Operator and Porsche shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

**3. Accompanying persons/second drivers**

There are always two drivers/full-paying participants in each vehicle. Accompanying persons are therefore not expected to take part in the driving programme. The package for accompanying persons is restricted to accommodation, catering at the hotel during the day and dinner. Children aged 12 or over may take part as accompanying persons. Another adult must be available on site to oversee any children aged 12 to 18 during **Porsche Ice Experience** events. Employees of the **Porsche Ice Experience** cannot accept responsibility for supervising children. The relevant guardian(s) with custody of the child must sign a liability waiver for the minor.

**4. Flat-rate cancellation charges**

The flat-rate cancellation charges for events are generally applied per person as follows:

- For cancellations up to the 120th day before the start of the event, 25% of the participation price,
- from the 119th day before the start of the event, 50% of the participation price,

- from the 30th day before the start of the event, 75% of the participation price,
- from the 3rd day before the start of the event or non-attendance at the event, 100% of the participation price.

**IV. Porsche Adventure Experience**

**1. Services/Prices**

1.1 The participation price for **Porsche Adventure Experience** events covers the following services:

- Provision of a hired Porsche model (including fuel), according to the event description and car hire contract to be agreed separately
- Accommodation and catering according to the event description
- Local taxes
- Accident insurance
- Travel cancellation insurance
- Third-party vehicle insurance
- Event documents
- Event management
- Other services included in the relevant event programme

1.2 **Porsche Adventure Experience** event participants are responsible for the following costs:

- Cost of travel to and from the event (unless described otherwise in the documents)
- Additional costs at the hotel (drinks at the bar, alcoholic drinks not included with dinner, e.g. spirits, etc.)

**2. Payment**

The Operator and travel agent may only request or accept payments against the participation price before the end of the event, if the participant has been issued with an insolvency insurance certificate (insolvency insurance cover with Deutscher Reisepreis-Sicherungsverein VVaG (DRS)). After conclusion of the contract, a deposit of 25% of the total price will become due when the insolvency insurance certificate is issued. The balance must be paid 30 days before the start of the event, insofar as the insolvency insurance certificate is issued and it is certain that the event will be performed as booked.

**3. Hired Porsche models**

3.1 Porsche cars may be hired for the duration of **Porsche Adventure Experience** events. In this case, a separate car hire agreement has to be made with SPORTTOTAL EVENT. Participants do not have any entitlement to a specific Porsche car model. There are always two persons in each vehicle.

3.2 Participants hiring a Porsche model must produce a valid driving licence and identity papers/passport as well as a valid credit card at time of check-in on the day of the event. The relevant details are entered on the car hire contract with SPORTTOTAL EVENT along with the participant's home address. This contract must then be signed by the participant as a prerequisite for participation.

3.3 Hired Porsche models are covered by third-party vehicle insurance.

3.4 In the context of a **Porsche Adventure Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is disclosed in the relevant car hire contract with SPORTTOTAL EVENT and this information may be requested beforehand from the **Porsche Adventure Experience**.

3.5 In the context of a **Porsche Adventure Experience** event, hired Porsche models are not covered by fully comprehensive insurance. However, in the case of any damage, participants will be treated as if the car was covered by fully comprehensive insurance with an excess. The amount of the excess is EUR 10,000 per case of damage, as disclosed in the relevant car hire contract with SPORTTOTAL EVENT. Information on any variations to the specified excess, e.g. in conjunction with the use of special vehicles, shall be given to you by the Operator prior to the event.

3.6 If the insurer is not liable due to wilful intent or gross negligence on the part of the participant, or if the third-party insurance held by SPORTTOTAL EVENT can take redress against the participant as a result of this behaviour, or if the damage caused by the participant is not covered by the third-party vehicle insurance, the participant is liable for all damage they have caused. In the case of gross negligence, the Operator shall be entitled to assert claims against the participant at a level commensurate with the severity of the fault, up to the amount of the total damage.

**4. Accompanying persons**

There are always two drivers/full-paying participants in each vehicle. It is therefore not possible for accompanying persons to take part in the driving programme. Children aged 12 years or above may, in exceptional cases, participate in the event and travel as an accompanying person with their parents in the hire car (participation prices are provided on request, only possible in a Porsche Cayenne, Panamera or Macan). The legal guardian(s) must sign an exclusion of liability statement on behalf of the minor.

**5. Flat-rate cancellation charges**

The flat-rate cancellation charges for events are generally applied per person as follows:

- more than 30 days before the event 25%,
- from 30th day before the event 50%,
- from the 15th day before the event 75%,
- from 3rd day before the event up to the day on which the event starts or no-show 100% of the participation price.

**Contact:**

**Operator:**

SPORTTOTAL EVENT GmbH  
Stammheimer Straße 31  
70435 Stuttgart Germany

**Porsche Travel Experience**

**Tel.:** +49 711 911-23360

**E-mail:** travel@porscheexperience.de

**Internet:** www.porsche.com/travelexperience

**Porsche Track Experience**

**Tel.:** +49 711 911-23364

**E-mail:** track@porscheexperience.de

**Internet:** www.porsche.com/trackexperience

**Porsche Ice Experience**

**Tel.:** +49 711 911-28900

**E-mail:** ice@porscheexperience.de

**Internet:** www.porsche.com/iceexperience

**Porsche Adventure Experience**

**Tel.:** +49 711 911-23360

**E-mail:** adventure@porscheexperience.de

**Internet:** www.porsche.com/adventureexperience

**Bank details:** SUEDEWESTBANK AG

**Account no.:** 439 282 004

**Sort code:** 600 907 00

**IBAN:** DE45 6009 0700 0439 2820 04

**BIC:** SWBSE333

Programme valid from 07/2019 until 12/2020

Published in July 2019

### Car Hire Contract

between **SPORTTOTAL EVENT GmbH**, Stammheimer Straße 31, 70435 Stuttgart, Germany, hereinafter referred to as "**SPORTTOTAL**", and

(last name, first name, address) \_\_\_\_\_

hereinafter referred to as "**Customer**"

Driving licence ID of the Customer: \_\_\_\_\_

Identification card no. of the Customer: \_\_\_\_\_

I. **Leasing object:** SPORTTOTAL lets to the Customer the Porsche car listed hereinafter

Model	Political registration mark

II. **Intended purpose:** The Customer receives the vehicle in order to \_\_\_\_\_

III. **Term of lease and leasing fee if applicable**

(1) The term of the lease is from \_\_\_\_\_ to \_\_\_\_\_

Price/day in EUR: \_\_\_\_\_ Price/km in EUR: \_\_\_\_\_

IV. **Type of lease and use:**

(1) Leasing of the vehicle is done for its use within the usual scope - within the limits defined in (2) hereunder

☒ by the Customer him-/herself. S/he is the only one entitled to drive the vehicle.

☐ by the Customer him-/herself and his/her own employees authorised by him-/herself. Only the Customer him-/herself and those employees are entitled to drive the vehicle.

*(Please mark as applicable)*

(2) A transfer of the vehicle to third parties without prior written consent by SPORTTOTAL is inadmissible. In addition, the Customer acknowledges that the vehicle is the sole property of Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart, Germany (hereinafter referred to as "**Porsche**"), and guarantees to refrain from any and all disposal of the object hereunder. The Customer shall strive to prevent any attempts by third parties to seize the vehicle with all available legal means and to notify SPORTTOTAL immediately of these attempts.

(3) The customer declares that s/he has a valid driving licence or that s/he will ensure that any employees or third parties s/he allows to use the vehicle to – cf. IV. (1) and (2) above – present such driving licence before the vehicle is handed over to them. In addition/ Furthermore, the customer declares to sign the attached exclusion of liability to the credit of Porsche AG and to hand over/deliver the document to SPORTTOTAL.

(4) S/he undertakes to treat the vehicle properly and carefully, to keep it properly serviced and to only use it in safe operating conditions. It is not permitted to use mobile devices or to smoke while driving. Furthermore, the Customer shall protect the vehicle against damage and theft in an appropriate manner and to take appropriate protective measures at his/her own expense.

V. **Third-party liability insurance:** The vehicle is licensed under the name of Porsche and covered by third-party liability insurance. For countries of the European Economic Community and Switzerland, the insurance cover shall be to the amount prescribed by law in the country in question, but at least a lump sum of EUR 100 million for each incident for injury to persons, damage to property and economic loss (in the case of injury to persons, however, no more than EUR 12 million per injured person for passenger cars and no more than EUR 8 million per injured person for other vehicles). The vehicle's third-party liability insurance for other countries shall provide cover to a lump-sum amount of EUR 8 million for each incident for injury to persons, damage to property and economic loss; the insurance cover in this regard shall not extend to claims from contractual penalties, fines and damages with a punitive character (punitive or exemplary damages).

- VI. **No comprehensive vehicle damage insurance, notification of damage:**
- (1) There is no comprehensive vehicle damage insurance.  
However, **subject to VII. hereunder**, the Customer shall be placed in a position with regard to damage to the vehicle as if a comprehensive vehicle damage insurance
- ☐ without excess  
☒ with an excess of XXX €
- (please mark as applicable)*  
has been taken out for the vehicle.
- (2) Damaging events must be notified to SPORTTOTAL immediately but at the latest within 3 days, in the event of an accident stating
- date, time and place of the accident;
  - driving licence of the driver (class, issuing authority, date of issue)
  - address and insurance number of the other party/parties involved in the accident and the registration numbers of the vehicles involved in the accident
  - accident report (detailed including illustration) and name and address of possible witnesses,
  - extent of damage (injury, death, property damage) and
  - current location of the vehicle.
- If SPORTTOTAL has provided damage protocols to the Customer, the Customer shall use them when making the notification of damages.
- VII. **Liability of the Customer:** The Customer is unlimitedly liable towards SPORTTOTAL as of the date of transfer until return of the vehicle for destruction of the vehicle (including loss and confiscation) and for any and all damages if the destruction of the vehicle or the damage to the vehicle was caused by gross negligence or wilful intent of the Customer.  
If the destruction of or damage of the vehicle occurs in the course of use outside of the agreed intended use pursuant to II hereunder or in breach of IV hereunder, the Customer shall bear the liability for slight negligence as well, regardless of whether the Customer him-/herself or the driver was responsible of such slight negligence. The Customer shall also be liable for slightly negligently caused damage or destruction if the vehicle is used without the required driving licence on public streets or paths.
- VIII. **Limited liability of SPORTTOTAL, release from liability:** SPORTTOTAL shall only be liable for compensation of damages – regardless of the legal reason – in case of wilful intent and gross negligence. In case of slight negligence, SPORTTOTAL is only liable for damage arising from injury to life, body or health and for damages arising from the breach of a major contractual obligation (i.e. an obligation only making possible proper execution of the agreement by its performance and on which the contractual partner relies and may rely on); however, in such case, SPORTTOTAL's liability is limited to compensation for the foreseeable, typically incurred damage. Legal claims arising from the German product liability act shall remain unaffected. Claims towards staff members and vicarious agents of SPORTTOTAL may not be asserted insofar as there are no claims towards SPORTTOTAL itself. The Customer shall release SPORTTOTAL and Porsche from any third-party claims if and insofar as Porsche's third-party liability insurance does not compensate the damage. Events in which the insurance companies must settle a claim but can take recourse on the Customer or a driver due to legal provisions shall not affect SPORTTOTAL or Porsche. The Customer shall keep SPORTTOTAL and Porsche harmless of any and all claims incurred by breach of laws, provisions or other stipulations in connection with the use of the vehicle by him/her or a third party. SPORTTOTAL and Porsche are entitled to make payments upon third-party claims towards them and take recourse on the Customer.
- IX. **Orders of authorised agents during driving events:** During driving events (e.g. in the scope of Porsche Driving Experience), orders of agents authorised by SPORTTOTAL intended to ensure safe performance of the driving event shall be complied with. This applies accordingly for other safety-relevant orders of agents authorised by SPORTTOTAL.
- X. **Condition at receipt:** The Customer shall confirm the proper condition of the vehicle at receipt with his/her signature.
- XI. **Inquiries by authorities:** As the owner of the vehicle, Porsche is entitled to disclose name and private address of the customer upon the inquiry of a domestic or foreign authority due to criminal offences or misdemeanours in connection with use of the vehicle. Furthermore, the Customer is obliged to provide Porsche with names and addresses of employees pursuant to IV (1) hereunder and third parties pursuant to IV (2) hereunder for this purpose; Porsche is also entitled to disclose these data upon the inquiry of authorities in the above sense.

XII. **Return of the vehicle:** After expiration of the leasing term, the vehicle shall be returned to SPORTTOTAL

☒ at the place of receipt

☐ at the agreed place of return, which is \_\_\_\_\_

*(please mark as applicable)*

If it is not returned in due time, the Customer is liable for any damage incurred by SPORTTOTAL due to its property being withheld.

XIII. **Place of performance, place of jurisdiction, other provisions:**

(1) The place of performance is Stuttgart.

(2) The parties agree on the registered business premises of SPORTTOTAL EVENT GmbH as the exclusive place of jurisdiction for any and all disputes arising from and in connection with this agreement, provided that (i) the Customer is a merchant in the sense defined in the German Commercial Code, or (ii) the Customer has no general place of jurisdiction in the Federal Republic of Germany or has relocated his/her place of jurisdiction to a foreign country.

(3) Changes and amendments to this agreement must be made in writing to be effective. There are no supplementary oral agreements. The requirement of the written form may only be waived in writing.

(4) If one or several provisions hereunder is or are or become(s) invalid, the validity of the other provisions shall remain unaffected. The parties undertake to replace the provision turning out to be invalid by a valid provisions coming as close as possible to the commercial result if possible and to place each other in a position as if this provision had been agreed from the time of the other provision becoming invalid. The same applies analogously in the event of a gap in the agreement.

XIV. **Acceptance of charging in the event of damages:** The undersigned accepts that the indicated credit card or the indicated bank account is charged in the event of damages.

Credit card: ☐ Visa ☐ MasterCard ☐ American Express ☐ Diners ☐ Porsche Card ☐ Other

Credit card. no.: \_\_\_\_\_ Valid until \_\_\_\_\_

Credit institution: \_\_\_\_\_ Account no. \_\_\_\_\_ Bank code \_\_\_\_\_

Place/date: \_\_\_\_\_

**Customer:**

**SPORTTOTAL EVENT GmbH:**

Signature \_\_\_\_\_

\_\_\_\_\_  
Michael Rüc.

Managing Director

### Exclusion of liability – Porsche Experience

By signing this form and taking part in the events at the Porsche Experience, the signatory (Participant) declares the following to the benefit of SPORTTOTAL EVENT GmbH, Dr. Ing. h.c. F. Porsche AG, the members of their bodies, employees, workers, staff, the operators of the driving test sites, authorities, service companies and all persons who are connected with the organisation and execution of the event as well as the vicarious agents of all the above mentioned persons and offices (in the following referred to as Beneficiaries): XX.XX.XXXX/Place:

1. The participants (including the driver, co-driver/passenger, owner, holder) take part in the event at their own risk. They bear sole responsibility under civil and criminal law for any damages caused by them or to the vehicles they use.
2. The participant (including the driver, co-driver/passenger, owner, holder) herewith agrees that the Beneficiaries are not liable to him/her for claims resulting from any type of damage caused in connection with the event, with the following exceptions:
  - the exclusion of liability does not apply if the Beneficiaries are grossly negligent or act with malicious intent, or in the event of loss of life, physical injury or damage to health.
  - Likewise, it does not apply if statutory compensation claims are asserted due to default or non-performance for which the Beneficiaries are responsible, nor does it apply in the event of mildly negligent violation of significant contractual obligations; however, in such cases, liability shall be limited to compensation for damage which is typically foreseeable at the time of contract conclusion.
  - Likewise, it does not apply if the Beneficiaries fraudulently conceal a fault or assume a guarantee. The same applies to the Participant's claims under product liability law.
3. Insofar as a waiver or limitation of liability is agreed as above, the signatory hereby agrees to this not only in his own name, but also on behalf of any accompanying persons, helpers, possible alternative vehicle owners as well as all natural or legal persons to which the claims may pass in the event of an incident.
4. If the persons represented by the signatory do not agree to this, the signatory shall indemnify the Beneficiaries from all claims that are brought against them on the grounds of the invalidity of the above liability clause.
5. The signatory fully indemnifies the Beneficiaries from all third party claims brought against the Beneficiaries as well as all costs relating to a reasonable legal defence if a claim is raised against the Beneficiaries on the grounds of a damaging event caused by the signatory.
6. The exclusion from liability takes effect for all those involved when the form is submitted. The liability waiver applies to all claims based on whatever legal basis, in particular to claims for compensation relating to contractual and non-contractual liability as well as to claims relating to illicit action. Exemptions from implied liability remain unaffected by the above exclusion from liability.
7. Some insurance companies withhold the adjustment of liability and collision losses which participants suffer with their cars during competition-like driving at the events. This, in turn, could make it possible that, in case of damages, there is no right of recourse against the person responsible or the insurance company. For this reason, we recommend you consult with your insurance company whether you and your car are covered by insurance during this event. The organiser has not taken out motor liability or collision insurance for the participants and their cars. By signing this document, the Participant confirms they have taken note of this advice.
8. This agreement is subject to the law of the Federal Republic of Germany.

Surname, first name                      Address

Surname, first name                      Address

Place, XX.XX.XXXX

Place, date

Signature



### Consent for use of pictures and video recordings 2018/2019

According to Section 22 of the German Law on the Protection of Copyright in Works of Art & Photographs (KUG; rights to your own image)

Name

---

Address:

---

I am aware that photographs and film recordings in which I am depicted will be made during the Porsche Experience event from XX.XX.XXXX to XX.XX.XXXX (hereinafter referred to as **Event**).

I hereby give my irrevocable consent to Dr. Ing. h.c. F. Porsche AG (hereinafter referred to as **Porsche**), along with its associated companies and SPORTTOTAL EVENT GmbH, to make photographs and film recordings in which I am depicted during the Event, and to use these both in digital and analogue form in all suitable media (e.g. any type of online usage, any type of print usage, videograms, CDs, DVDs) and to keep them in databases, in so far as they are also accessible online. Inasmuch, my consent therefore covers the reproduction, distribution, processing, publication, digitalisation, display, presentation, transmission and public communication via video/audio/data carriers, in particular for commercial use in Porsche print/online media and social networks. The recorded images may also be edited or altered without infringing upon the individual rights of the undersigned (e.g. montage, combining with pictures, texts or graphics, photo-technical manipulation, colouring).

I also agree to forego any remuneration for the production and aforementioned use of any photographs and film recordings, along with any right to make personal use of the photographs and film recordings for my own or any other purposes.

This declaration is governed by the laws of the Federal Republic of Germany excluding the conflict of laws rules. No additional agreements have been made.

The undersigned hereby confirms that he/she is 18 years of age or over and has the full legal capacity to sign this declaration. In the case of minors under the age of 18, a signature must also be provided by their legal representative(s).

---

Date

---

Signature

#### Additional declaration for minors:

As the legal representative(s), I/we hereby declare that I/we consent to all points in the agreement outlined above. If this declaration is being signed by just one legal representative, he/she must declare that he/she has sole custody or is authorised to sign this declaration on behalf of any other legal representatives.

---

Date

---

Signature

---

Date

---

Signature

### Consent to the advertising communication for the Porsche Experience

Operator: SPORTTOTAL EVENT GmbH

**The Porsche Experience is glad to welcome you to one of our trainings. In order to keep well informed regarding the Porsche Experience, we need your agreement to use your data for advertising purposes.**

The following contact details are stored in the Porsche Experience database:

**Contact details:**

First name:

Last name:

Date of birth:

Address 1:

Address 2:

Postcode:

City:

Country:

**Additional contact details:**

Phone (1):

Phone (2):

E-mail:

If you want to change your stored contact details, please use the form below:

**Contact details:**

First name:

Last name:

Date of birth:

Address 1:

Address 2:

Postcode:

City:

Country:

**Additional contact details:**

Phone (1):

Phone (2):

E-mail:

**We may already have stored data privacy agreements from you. If so, you will find an overview below. Now you have the possibility to add, cancel or affirm your data privacy agreement.**

I would like to be informed about new products, events and offers from Porsche Experience in the future. For this purpose, I hereby consent to the following. By choosing at least one of the means of communication channels below, I agree that the SPORTTOTAL EVENT GmbH use my contact data, support and contract data as well as data on my interests and vehicles for advertising communication and contact me for this purpose. The advertising communication includes customized information and offers about events and products as well as surveys regarding my satisfaction and my expectations.

I would like to be contacted via the following means of communication:

- ☐ I agree to be contacted by E-mail  
☐ I agree to be contacted by post  
☐ I agree to be contacted by phone

I am interested in the following offers from the Porsche Experience in particular, so that any promotional materials (e.g. newsletter) can be tailored more closely to my personal interests:

- ☐ Porsche Travel Experience  
☐ Porsche Track Experience  
☐ Porsche Ice Experience

I have the right to withdraw my consent given above in the future at any time, without specifying any reasons. Your main point of contact for consent, revocation, and inquiries is SPORTTOTAL EVENT GmbH, Stammheimer Straße 31, 70435 Stuttgart – a brief notification sent by post or E-mail to [datenschutz@porscheexperience.de](mailto:datenschutz@porscheexperience.de) shall suffice. Alternatively, you can log in and amend your customer profile accordingly. Additional information concerning data processing and customization in the area of advertising can be found in our privacy policy: (<https://stage.experience.porsche.com/en/privacy>).

Date, Place

Signature

## Proof of Insurance

Agent no. 3601143

Insurance No. 96003493

## Information and description of benefits for your travel insurance

Please see your confirmation of travel for details of premiums.

## Information on your Travel Insurance

Please see  
your confirmation  
of travel for details  
of premiums.

### TRAVEL CANCELLATION COSTS INSURANCE

If you cancel a travel booking for reasons that are covered by the insurance, or if the start of your trip is delayed for such reasons, we will reimburse your contractual commitments relating to the cancellation or the additional costs incurred for the outbound journey. Some examples of reasons covered by the insurance:

- ☐ Serious accident injury
- ☐ Unexpected, serious illness
- ☐ Death
- ☐ Loss of One's Job
- ☐ Commencement of a Job Relationship
- ☐ Change of Job
- ☐ Short-time Work

No retained risk is calculated for any of the insured occurrences. In the event of unexpected and serious illness, the retained risk amounts to 20 % of the reimbursable damage, though this must be at least EUR 25 per insured person.

### TRAVEL ACCIDENT INSURANCE

Benefits are paid for travel accidents that lead to the death or to invalidity of the insured person.

#### Insurance sum:

- ☐ in cases of death <sup>1)</sup> EUR 50,000,-
- ☐ in cases of invalidity, up to EUR 125,000,-
- ☐ for rescue costs, up to EUR 1,250,-

<sup>1)</sup> in cases of the death of children up to the age of 18: EUR 10,000

- ☐ No Retained Risk!

## Important Notes and Explanations

### REPORTING DAMAGE

In cases of damage we also require the following documents:

evidence of the insurance in copy; a copy of the organizer's confirmation of booking; the bank connection of the recipient for the transfer of any refunds or reimbursements (in the case of foreign accounts, the IBAN number and the BIC code).

Damage forms are available in the Internet under [www.hmr.de/web/en/service/claim-service/notifications-of-claims](http://www.hmr.de/web/en/service/claim-service/notifications-of-claims).

In cases of damage claims, please send the above-mentioned forms to:

**HanseMerkur Reiseversicherung AG**  
Abt. RLK/Leistung  
Siegfried-Wedells-Platz 1  
D-20354 Hamburg

Incomplete submissions of documents can lead to delays. Please do not bind or staple the documents together. Damage forms must be completed fully and honestly. Otherwise this can result in a reduction in compensation.

### OUT-OF-COURT ARBITRATION AND COMPLAINT PROCEDURES

Requests for arbitration and complaints can be sent – if no agreement can be reached with HanseMerkur – to the following address for arbitration and complaints:

Versicherungsombudsman e.V.  
Postfach 08 06 32  
D-10006 Berlin  
[www.versicherungsombudsman.de](http://www.versicherungsombudsman.de)

### NOTICE AND DECLARATION

I consent to the insurer's passing on data resulting from the implementation of the contract (sums, insurance claims), to the extent that this is necessary, to the service company engaged on behalf of the insurer, "Insurance Warehouse". This consent also extends explicitly to health-related data.

Dear Customer,

You applied for travel insurance when you booked your trip. With this proof of insurance we confirm the chosen insurance cover. The essential terms of insurance cover VB-RKS 2015 (PDE-D) can be found on the following pages.

Porsche Experience  
and HanseMerkur  
wish you a wonderful  
holiday!

**HanseMerkur**   
Travel Insurance

  
Ehres

  
Dr. Gent

HanseMerkur Reiseversicherung AG,  
Siegfried-Wedells-Platz 1, D-20354 Hamburg/Germany  
Commercial Register: Hamburg B 19768, USt-IdNr.: DE 175218900  
Board of Directors: Eberhard Sautter (Chairman),  
Eric Bussert, Holger Ehres, Dr. Andreas Gent, Raik Mildner  
Supervisory Board: Dr. Michael Ollmann (Chairman)

## Terms and conditions for travel insurance VB-RKS 2015 (PDE-D)

In these insurance conditions, the insured persons are referred to as "you".

The insurance terms and conditions consist of two sections.

**In Section A** you will find particular information on the persons insured and the duration of the insurance cover. Restrictions and rules of behaviour (obligations) applying to all policies are also shown here. **In Section B** you will find the extent of insurance cover for the individual policies. In addition to the benefits and benefit conditions, exclusions and rules of behaviour which only apply to the respective policy are also set out.

### **A: General part**

*(applicable to all types of insurance referred to in Section B)*

#### **1. Policyholder, insured persons and eligibility for insurance benefits**

1. The policyholder is wige Event GmbH. The persons insured are the participants who have booked a holiday with the policyholder.
2. The right to the insurance benefit is assigned to the insured person.
3. HanseMerkur may not set off this benefit for the insured person against payments owed to it from the contract. The provision in § 35 of the Insurance Contract Act shall not apply.

#### **2. When does the insurance cover start and end?**

1. Your insurance cover starts with the conclusion of the contract for the travel cancellation insurance. It ends with the first availment of the insured travel services.  
For the travel accident insurance, the insurance cover starts with the beginning of the insured journey and ends at the agreed time, though no later than the end of the journey.
2. Your insurance cover will extend beyond the agreed date if you were unable to complete the journey as planned through no fault of your own.

#### **3. For which journeys does the insurance cover apply?**

The insurance cover applies to journeys undertaken in the area agreed in the contract. Drives, walks and stays within your permanent place of residence shall not be regarded as travel.

#### **4. When does HanseMerkur not provide cover?**

HanseMerkur does not pay benefits if

1. you attempt to make fraudulent representations to us regarding the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
2. you have intentionally caused the damage.

#### **5. What should be borne in mind when an insured event occurs (obligations)?**

1. You should keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs.
2. All information about the insured event that you provide must be truthful and complete. You must complete in full and return the damage report sent to you. The same applies to any requests that HanseMerkur makes for receipts and information pertaining to the case.
3. Compensation claims against third parties shall be transferred to HanseMerkur as per the statutory regulation and up to the amount of the benefit paid. HanseMerkur shall ensure that this does not disadvantage you. You are also obligated to assist if necessary in asserting the claim for compensation.
4. If you deliberately fail to comply with the above-mentioned obligations, HanseMerkur is released from the obligation to provide insurance cover. In the event of failure to meet obligations as a result of gross negligence, HanseMerkur is entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet the obligation as a result of gross negligence, the insurance cover remains unchanged.

#### **6. When does HanseMerkur pay the benefit?**

1. Once HanseMerkur has confirmed our liability to pay you and confirmed the amount of compensation, the sum will be paid within two weeks.
2. HanseMerkur converts the costs in a foreign currency that have arisen at the exchange rate valid on the day the documentation is received. The official exchange rate applies unless you acquired the currency to pay the bills at a less favourable rate. HanseMerkur is entitled to deduct additional costs that arise if HanseMerkur needs to make transfers abroad or if particular forms of payment are required by you.
3. Payments made from other insurance contracts and from social security take precedence over the obligation of HanseMerkur. If you report the insured event to HanseMerkur first, HanseMerkur will pay in advance, pending clarification of ultimate responsibility. HanseMerkur does not require the sharing of costs with private health insurance if this would disadvantage the insured person, e.g. through loss of the premium refund.

#### **7. Which law is applicable?**

These provisions are supplemented by the Versicherungsvertragsgesetz (VVG, German Insurance Contracts Act), as well as by German law.

#### **8. When does entitlement to the benefits expire?**

Claims under this insurance policy expire in three years. The expiry is measured from the end of the year in which the claim can be made. If a claim has been made by you, the expiry period is suspended until our decision is sent to you by HanseMerkur in written form.

#### **9. What is the place of jurisdiction?**

Appeals against HanseMerkur can be made in Hamburg or at the location where you were domiciled at the time of the appeal, or, in the absence of a place of domicile, at your usual place of residence.

#### **10. In what form and in what language should declarations of intent be made?**

Declarations of intent and reports to the insurer must be in text form (letter, fax, email, electronic data carrier, etc.). The language of the contract is German.

### **B: Special part**

*(depending on the extent of insurance selected)*

## **Travel cancellation insurance**

#### **1. How large is the amount insured?**

The amount insured must reflect the price of the trip

#### **2. What qualifies as an insured event?**

HanseMerkur pays benefit, unless other amounts are specified below, up to the level of the insurance amount, and no more than EUR 15,000, if you or another party at risk are affected by an insured event and you cannot as a result be expected to take the insured journey at the intended time.

#### **3. What events are insured?**

1. Unexpected and severe illness, death, accident or pregnancy;
2. breaks in prostheses or loosening of implanted joints;
3. Adverse reaction to vaccination;
4. Notification of a date for the transplantation or receipt of organs and tissues (living donation) in accordance with the Transplantation Act;
5. Substantial damage of at least EUR 2,500 to your property due to fire, burst water pipes, acts of God or criminal acts committed by third parties (such as burglary);
6. An unexpected summons to court, where the responsible court does not accept your travel reservation as a reason to postpone the summons;
7. Adoption of a minor, if your attendance to complete the adoption falls during the period of travel;
8. Loss of a job leading to unemployment as a result of an unexpected termination of the employment by the employer for business-related reasons. The loss of contracts by self-employed persons and insolvency of self-employed persons are not covered under this policy;
9. Commencing employment which is subject to social security contributions or an activity with compensation for additional work (1-Euro job), after being previously unemployed. For this purpose, you must have been registered as unemployed with the Federal Employment Agency at the time of booking the trip. The commencement of work placements, operational or training activities of any type, or the commencement of work by pupils or students during or after a period of study is not covered under this policy;
10. Reduction in working hours due to economic circumstances with an expected reduction of income at least equal to one regular monthly net salary. The precondition is that the employer announces the reduction in working hours between the time when the policy is contracted and the start of the trip;
11. Change of job and associated change of workplace, if the insured trip falls within the probationary period up to a maximum of six months into the new job. To be covered, the insurance must have been taken out before you became aware of the change;
12. A repeat of failed examinations in a school, university/technical high school or college. This is conditional on the date scheduled for the repeat examination unexpectedly falling during the insured travel period or up to 14 days following the completion of the trip;
13. Non-promotion of a pupil or non-admission to an examination, if this relates to a school or class trip;
14. Missing a booked and co-insured travel connection because of a delay in public transport exceeding two hours or its cancellation. Public transport is defined as all domestic air, land and water vehicles authorised for the transport of the public. Means of transport that are part of round trips/return flights, as well as hired vehicles, taxis and cruise ships are not included under public transport;
15. Unexpected and serious illness, serious injury or adverse reaction to vaccination in a dog or cat registered for the trip.

#### **4. Who counts as a person at risk?**

Persons at risk are

1. persons who have booked a trip jointly with you. This does not apply if more than six persons or, for family tickets, more than two families book a trip together;
2. Your relatives and the relatives of your spouse or partner. The relatives of an insured person are the spouse or partner in a marriage-like relationship, children, adopted children, step-children, foster children, children-in-law, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces;
3. those individuals who look after minors or your dependent relatives that are not travelling with you;
4. if separately agreed, accompanying persons for group travel (e.g. trips with teachers, parents, skippers).

#### **5. What benefits are included in your travel cancellation insurance if there is an insured event?**

##### **1. Reimbursement of cancellation costs**

HanseMerkur reimburses you for the cancellation charges you are contractually required to pay if you do not undertake the trip. We also pay the agency fee up to EUR 100 per person or rented property. If you have booked and insured services that cannot be cancelled, HanseMerkur reimburses you the travel or ticket price.

##### **2. Reimbursement of additional outbound costs**

If the departure is delayed, HanseMerkur will reimburse the additional outbound travel costs of the type and quality originally booked. HanseMerkur will reimburse these additional costs up to the amount of cancellation costs that would have been incurred if the trip were cancelled.

##### **3. Reimbursement of rebooking costs**

If a trip is rebooked, HanseMerkur will reimburse the rebooking costs up to the amount of cancellation costs that would have been incurred if the trip were cancelled. If you rebook the trip up to 42 days before travel without an insured event having taken place, HanseMerkur will reimburse the rebooking costs up to EUR 30 per person or room.

##### **4. Reimbursement of single room surcharges**

You have booked a double room with a person at risk who needs to cancel the trip due to an insured event. In this event, HanseMerkur will reimburse you up to the amount of complete cancellation costs, the surcharge for a single room, and further rebooking charges or the share of costs for the double room of the person unable to travel.

#### **6. What additional protection do you have for the booking of cruise tickets?**

If you miss the cruise ship because of a delay in public transport of more than two hours, HanseMerkur will reimburse you for the demonstrable additional costs arising from the travel to catch up with the cruise, corresponding to the type and quality of the original booking. The reimbursement is made up to the level of the cancellation costs that would have arisen through the immediate cancellation of the trip, though no more than EUR 1,500 per person.

#### **7. What limitations of the insurance cover should be borne in mind?**

##### **1. Pre-existing conditions**

The insurance does not cover illnesses which were known of at the time that the insurance was taken out and which had been treated in the six months before the insurance cover was taken out. Check-ups are not considered to be treatments.

##### **2. Psychological reactions**

HanseMerkur does not pay benefits for illnesses arising from a psychological reaction to terrorist attacks, air or bus accidents or the fear of civil unrest, acts of war, acts of God, illnesses or epidemics.

##### **3. Foreseeability**

HanseMerkur does not pay benefits if the insurance event was foreseeable at the time the contract was entered into.

##### **4. War and other events**

HanseMerkur does not pay benefits if the insurance event is caused by: war, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, active participation in violence during a public assembly or demonstration.

#### **8. When is a deductible due?**

Unless otherwise agreed: In the event of an unexpected and serious illness which is treated on an outpatient basis, the deductible is equal to 20 % of the recoverable loss, but no less than EUR 25 per insured person or room. However, this excess is waived if in-patient treatment at a hospital is required. No deductible is charged for all other events.

#### **9. What should be borne in mind when an insured event occurs (obligations)?**

##### **1. Immediate cancellation**

To keep costs as low as possible, you must, if an insured event occurs, cancel the trip immediately at the place it was booked.

##### **2. Proof of level of damage**

You must submit to us the original of all receipts showing the level of damage, e.g. the invoice for cancellation.

##### **3. Proof of insured events**

You must prove an insured event by presenting appropriate original documentation. Medical certificates must include the diagnosis and the dates of treatment. If HanseMerkur considers it necessary, we may request a specialist medical report to confirm that the insured person is unable to travel.

##### **4. Consequences of non-compliance with obligations**

The legal consequences of a breach of one of these obligations are stated in point 5.4 of the general section.

## Travel accident insurance

### 1. What qualifies as an insured event (accident)?

#### 1. Definition of accident

An accident has occurred if you involuntarily suffer damage to your health as a result of a sudden external event (accident) having an impact upon your body.

By extension, the cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident having to occur, i.e. a sudden external event having an impact upon the body. Death due to drowning or suffocation under water during diving is also considered an accident.

#### 2. Extended accident concept

It is also considered an accident if due to increased exertion a joint is dislocated from limbs or the spinal column, or if muscles, tendons, ligaments, capsules on extremities or the spinal column are strained or rupture. The meniscus and discs are neither muscles, tendons, ligaments or capsules. They are therefore not covered by this section.

Increased exertion is a movement which extends the use of muscles beyond the normal activities of daily life. The determining factor for assessing the use of muscles is your individual physical condition.

### 2. What benefits are included in your travel accident insurance? What deadlines and other preconditions apply to the individual types of benefit?

#### 1. Disability benefit

Disability is defined as physical or mental capacity being permanently damaged due to an accident. Impairment is considered permanent if it is expected to last longer than three years and no change in this condition is expected. If you suffer disability due to an accident, HanseMerkur will pay the disability benefit up to the level of the agreed insurance amount. The insurance amount is EUR 125,000.

- The disability must occur within 15 months of the accident and be confirmed in writing by a doctor.
- You must notify HanseMerkur of the disability claim within six months of the disability being identified. If you miss this deadline, any right to disability benefit lapses.
- Should you die as a result of the accident within a year of the insured event, no entitlement to disability benefit shall exist. In this event, HanseMerkur pays a death benefit (point 2.2), if this has been agreed.
- You receive the disability benefit as a one-time payment. The bases for the calculation of the benefit are the agreed insurance amount and the level of disability caused by the accident.
- The level of disability is based on the disability rating below, if the body parts or sensory organs are referred to there, and otherwise on the extent to which the normal physical or mental capacity has been permanently reduced (point 2.1 f). The determining factor is the accident-related state of health observable no later than the end of the third year after the accident.

In the event of loss or complete loss of function of the following body parts or sensory organs, only the following disability levels apply.

##### Disability level:

○ Arm	70 %
○ Arm above the elbow	65 %
○ Arm below the elbow	60 %
○ Hand	55 %
○ Thumb	20 %
○ Index finger	10 %
○ any other finger	5 %
○ Leg above the centre of the thigh	70 %
○ Leg up to the centre of the thigh	60 %
○ Leg to below the knee	50 %
○ Leg to the centre of the lower leg	45 %
○ Foot	40 %
○ Big toe	5 %
○ any other toe	2 %
○ Eye	50 %
○ Hearing in one ear	30 %
○ Sense of smell	10 %
○ Sense of taste	5 %

In the event of partial loss or partial loss of functionality, the corresponding part of the disability level shown applies.

- For other body parts or sensory organs, the disability level depends on the extent to which the normal physical or mental capacity has been permanently reduced. The measure is compared to an average person of the same age and gender. The assessment is made exclusively from a medical viewpoint.
- There is a pre-disability if body parts of sensory organs had already been permanently impaired before the accident. This is assessed according to points 2.1 e and 2.1 f. The disability level is reduced by this pre-disability.
- Disability level when several body parts or sensory organs are impaired Several body parts or sensory organs may be impaired as the result of an accident. In that case, the disability levels which were calculated according to the above provisions are combined. However, this cannot total more than 100 %.
- If the insured person dies before the disability is assessed, HanseMerkur pays a disability benefit if the death occurs within the first year after the accident and is not related to the accident (point 2.1 c) and the other preconditions for the disability payment under point 2.1 are fulfilled.  
HanseMerkur pays according to the disability level which would have been expected on the basis of the medical findings.
- There may be changes in the state of health after the assessment of the disability level. You and HanseMerkur are entitled to have the degree of disability re-assessed by a doctor on an annual basis. This right is open to you and to HanseMerkur only for a maximum of three years after the accident. If HanseMerkur wishes for a new assessment, we will inform you of this together with the statement on our benefit commitment. If you wish for a new assessment, you must inform HanseMerkur of this within three years after the accident.

Should the final assessment reveal a higher degree of disability than has already been paid by HanseMerkur, the excess amount shall bear an annual interest of 4 %.

#### 2. Death benefit

If death occurs within a year of the accident, HanseMerkur will pay the death benefit at the level of the agreed insurance amount:

The insurance amount is:

EUR 50,000 for adults

EUR 10,000 for children up to the age of 18

#### 3. Costs for search, recovery or rescue efforts

Following an accident you have incurred costs for search, recovery or rescue efforts by public or privately organised rescue services or for the medically arranged transport of the injured person to the hospital or special clinic. HanseMerkur will reimburse demonstrable costs not assumed by a third party up to the level of the agreed insurance amount. The insurance amount is, unless otherwise agreed, EUR 1,250 per insured person.

### 3. What limitations of the insurance cover should be borne in mind?

#### 1. Illnesses and ailments

HanseMerkur pays only for the consequences of accidents. These are injuries to health and their consequences caused by the accident. HanseMerkur does not pay benefits for illnesses and ailments.

#### 2. Contributory effect

If illnesses or infirmities contribute to the damage to health caused by an accident or to the consequences thereof, the benefit shall be reduced by an amount proportionate to the illness or infirmity if this proportion is at least 25 %. If illnesses or infirmities contribute to damage to health caused by an accident or to the consequences thereof, any entitlement to benefits shall cease to exist if this proportion is more than 50 % or if these events are explicitly excluded in point 3.3.

#### 3. Accidents excluded from cover

There is no insurance cover for the following accidents:

- Accidents caused by impairment of consciousness or by strokes, epileptic fits or other seizures that affect the entire body. An impairment of consciousness is deemed to exist if your capacity to absorb and react is so impaired that you are no longer able to meet the requirements of the specific hazardous situation. Reasons for the impairment of consciousness may be:
  - a health impairment
  - consumption of medicines
  - consumption of alcohol
  - consumption of drugs or other substances that impair consciousness

##### Exception:

If the impairment of consciousness or the seizure was caused by an accident under point 1.1, to which insurance cover under this contract applies. In these cases, the exclusion does not apply.

- Accidents suffered by you as a result of your deliberately committing or attempting to commit a crime.
- Accidents directly or indirectly caused by war, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, acts of God or active participation in violence during a public assembly or demonstration.

##### Exception:

If you are travelling abroad and are unexpectedly affected by war or civil war. In this case, the exclusion does not apply.

Insurance cover then ceases at the end of the seventh day after the start of a war or civil war on the territory of the state in which the insured person is staying.

- Accidents
  - as the pilot of an aircraft or sporting airborne device, if one is required to have a certificate for same under German law
  - as any other member of the crew of an aircraft
  - during work activities which need to be carried out using an aircraft.
- Accidents arising from the participation in a motor vehicle race. A participant is any driver, co-driver or passenger in the motor vehicle. Races are such racing events or thereby associated practice runs where the objective is the achievement of the highest speeds possible.

#### 4. Excluded health impairments

There is no insurance cover for the following health impairments:

- Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage, if these health impairments were not primarily (more than 50 %) caused by an accident in accordance with point 1.1.
- Health impairments due to radiation.
- Health impairments due to treatment measures or interventions in the body of the insured person, if these health impairments were not primarily (more than 50 %) caused by an accident in accordance with point 1.1. Treatment measures or interventions include radiation for diagnostic and therapeutic purposes.
- Infections.
  - with rabies or tetanus,
  - with other pathogens that have entered the body not only through minor accident wounds. Accident wounds are minor if without the infection and its consequences they would need no medical treatment.
  - through such treatments or interventions for which exceptionally insurance cover applies (point 3.4 c).

In these cases, the exclusion does not apply.

- poisoning as a result of ingesting solid or liquid substances through the gullet (entry of the oesophagus).
- health disturbances due to psychological reactions, even when these were caused by an accident.
- abdominal or inguinal hernias.

##### Exception:

If they arose through a violent external effect and the effect is covered by this policy. In this case, the exclusion does not apply.

### 4. What obligations does the insured person have after an accident?

The deadlines and other preconditions that apply to the individual types of benefit are set out in point 2. Following an accident you must observe the following rules of behaviour (obligations), since without your cooperation HanseMerkur is unable to provide benefit.

- After an accident that is expected to lead to a benefit, you must call a doctor promptly, follow his or her instructions and inform HanseMerkur.
- HanseMerkur will instruct doctors, if this is necessary to check your entitlement to benefit. You must allow these doctors to examine you. HanseMerkur covers the necessary costs and loss of income arising out of the examination.
- To check the entitlement to benefit HanseMerkur may need information from doctors who treated you before or after the accident as well as from other insurers, insurance providers and authorities.  
You must make it possible for HanseMerkur to obtain the necessary information. For this purpose, you may authorise the doctors and bodies mentioned to give HanseMerkur the information directly. Otherwise, you can obtain the information yourself and make it available to HanseMerkur.

HanseMerkur will assume the doctor's fees that the insured person incurs in obtaining justification of the claim for benefit, up to 1 % of the insured amount. Up to 1 % of the respective insured amount can be used to cover costs for cosmetic operations and for search, recovery and rescue efforts.

Other costs are not covered by HanseMerkur.

- If the accident leads to the death of the insured person, HanseMerkur must be informed within 48 hours. If required to check the eligibility for benefit, HanseMerkur has the right to arrange a post-mortem examination to be carried out by a doctor appointed by us.
- Consequences of non-compliance with obligations  
The legal consequences of a breach of one of these obligations are stated in point 5.4 of the general section.