

# General Terms and Conditions for Private Customers

## Applicability

These terms and conditions apply to contracts concluded with individuals for the purpose of the organisation and implementation of driver safety trainings and other driver training courses, as well as all related services and deliveries of the Fahrsicherheitszentrum am Nürburgring GmbH & Co. KG.

The Fahrsicherheitszentrum am Nürburgring GmbH & Co. KG is hereinafter referred to as „FSZN“.

## 1. Conclusion of contract, contract party

1.1. The FSZN bidding process occurs, among other things, by online presentation of individual training courses on their own website [www.fszn.de](http://www.fszn.de). The contract is concluded by submission of an offer by the FSZN and acceptance of the offer by the customer. In the case of online orderings, the offer is accepted and the contract becomes legally binding with the customer's click on the "Buy" button.

1.2. Brochures, mailings and other advertising as well as any further information provided by the FSZN to their events (e.g. in social media and print media), do not contain an offer to conclude a contract, but rather an invitation to the customer to submit an offer. In such case, the customer makes an offer aimed at the conclusion of a contract to the FSZN, by placing an order personally, orally by way of phone or in the written form (e.g. by e-mail or fax). However, the contract comes into effect only when the FSZN confirms the offer with a registration confirmation in writing.

1.3. In each of the aforementioned cases the contract shall be concluded between the customer and the FSZN.

1.4. If the purchaser is not the participant himself or if a commercial agent or organiser is engaged as purchaser by the customer, the purchaser undertakes to pass on the obligations arising from this contract to the participant jointly and severally.

1.5. Transport to the event location and/or possible accommodation services are not included in the services provided by the FSZN. The respective costs are to be borne by the customer himself.

## 2. Liability

2.1. The FSZN shall be liable without limitation for damages to life, body and health, which occur due to a deliberate or negligent breach of duty on the part of the FSZN, its legal representatives or its vicarious agents. In addition, there is only a liability for damages that are based on intentional or grossly negligent breaches of contract as well as malice on the part of the FSZN, its legal representatives or vicarious agents.

2.2. Furthermore, the FSZN shall only be liable for damages caused by simple negligence, as far as this negligence concerns the violation of such essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance of which the customer relies and may rely. However, it shall only be liable to the extent that the damages are typically associated with the contract and foreseeable.

2.3. Any further liability of the FSZN is excluded. Where such liability of the FSZN is excluded or limited, this also applies to the personal liability of its employees, staff, representatives or vicarious agents.

## 3. Services, prices, payment

3.1. The respective course fee is due and payable immediately on receipt of the registration confirmation. In any case, the course fee shall be paid prior to the start of the course, otherwise participation can be refused.

3.2. In case of default, the FSZN is entitled to charge reminder costs to the overall amount of 7,00.- Euro. The customer is expressly entitled to constitute evidence that no damage has incurred at all or that the damage is significantly below the lump sum.

## 4. Right of rescission/ Rescheduling by the FSZN

4.1. Where good cause exists to do so, the FSZN has a right of rescission. A good cause exists in particular:

a) if the number of participants does not reach at least five persons, as stated in the service description in the brochure, advertising and online as well as in the registration confirmation.

b) if, in the opinion of the FSZN, weather conditions do not allow the training courses to take place without risk to participants or vehicles.

c) in the event of a case of force majeure, e.g. natural disasters, terrorism, etc., which make a training impossible or present too big a threat to participants or vehicles.

d) if the rescheduling of a major Nürburgring event or new insertion of a major Nürburgring event do so require. In such cases, the date can be cancelled up to three months before the planned date of the event.

e) if the participant does not speak the language of the training and/or does not sufficiently understand the training language and therefore cannot follow safety-relevant instructions or the participant is apparently under the influence of alcohol or drugs at the time of the training.

4.2. In the above-mentioned cases, the FSZN will inform the customer immediately after it gains knowledge of such circumstances and will refund the course fees in cases 4.1.a) to 4.1.d). However, the customer must allow the deduction of services already rendered. Should an event have started already and be cancelled when more than 3/4 of the anticipated duration of an event of such type has elapsed without any fault on the part of the organiser, no course fee will be refunded. No course fee will be refunded for case 4.1.e).

**4.3.** In the case of items 4.1.a) to 4.1.d), the FSZN may reschedule the date instead of withdrawing. Should an event be rescheduled to another date (alternative date), the booking shall be valid for the new event date. If an event is rescheduled, a refund of the full course fee will be made if the customer has withdrawn in writing at least 7 days prior to the new event date (alternative date), which is permissible in such a case. However, should the customer be hindered to attend on the alternative date for personal reasons, he/she shall be given the option to rebook another date of the same event by no later than 2 days before the proposed alternative date.

**4.4.** Any FSZN liability depends on the type and scope as mentioned in item 2 of these terms and conditions.

## **5. Cancellation possibility for customers**

**5.1.** The customer is given the opportunity to withdraw from the contract without specification under the following conditions.

**5.2.** On cancellation the following cancellation fees shall become due:

- until the 28th day before the start of the event 40% of the course fee
- until the 10th day before the start of the event 80% of the course fee
- up to the 1st day before the start of the event 90 % of the course fee

On non-appearance on the day of the event, 100% of the course fee shall become due.

Any voucher that may have been used and the resulting entitlement to benefits will then expire without replacement.

**5.3.** The customer is expressly entitled to constitute evidence that no damage has incurred at all or that the damage is significantly below the lump sums under 5.2.

**5.4.** Cancellation must be made in writing by post, fax or e-mail. The timeliness of the cancellation is determined by its receipt by the FSZN. The receipt of the cancellation declaration will be confirmed in writing by the FSZN and cancellation fees will be invoiced immediately. Any voucher that may have been used remains valid. The FSZN reserves a right of retention for the redemption of the voucher until full payment of the cancellation fees.

**5.5.** A rebooking instead of a cancellation is possible up to 14 days before the course date for a gross fee of EUR 15.-. Should a rebooking be made less than 14 days prior to the course date a rebooking fee of EUR 40.- will be charged. The declaration of rebooking shall also be submitted in writing to the FSZN and be confirmed on their part in writing. The timeliness of the rebooking is determined by its receipt by the FSZN.

## **6. Vouchers**

**6.1.** Vouchers only entitle the holder to participate in the training if the booking fee has been paid in full by the customer before the start of the training.

**6.2.** Vouchers can be redeemed within the statutory limitation period of three years and a training can be attended until expiry of this period (redemption period). This three-year redemption period starts at the end of the year in which the voucher was purchased.

**6.3.** Cash payment of vouchers is not possible.

**6.4.** Only vouchers that have been purchased at the premises of the FSZN (not those ordered online, by way of post, fax or telephone) can be returned within 14 days of purchase for a processing fee of Euro 15. To reverse the transaction, the original voucher must be handed over to the organiser within the mentioned period.

### **6.5 Right of withdrawal for vouchers**

**The following section only applies to vouchers that customers purchased outside the premises of the FSZN and/or as distance contracts (e.g. ordered by way of phone, e-mail or online).**

#### **A. Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the day

- of the conclusion of the contract (in the case of a service contract),

- you or a third party, other than the carrier and indicated by yourself, has acquired the material possession of the voucher.

In order to exercise your right of withdrawal, you must inform the FSZN (Fahrsicherheitszentrum am Nürburgring GmbH & Co. KG, Müllenbacher Straße 2, 53520 Nürburg) by means of a clear declaration (e.g. a letter sent by post, a fax or e-mail) of your decision to revoke this contract. You can use the attached [Withdrawal form sample](#) for this purpose, though this form is not mandatory.

If you make use of this possibility, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such a withdrawal.

To adhere to the withdrawal period it is sufficient to send off the notification that you will exercise your right of withdrawal before expiry of the revocation period.

#### **B. Consequences of withdrawal**

If you cancel the present contract, we shall refund to you any payments we have received from you, including delivery charges (excluding any additional costs arising from your choice of delivery other than the standard delivery we offer), without delay and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse a refund until we have received the original voucher back or until you have provided evidence that you have returned the voucher, whichever is earlier. You must return the original voucher or hand it over to us immediately and in any case at the latest within fourteen days from the day on which you inform us of the withdrawal from this contract. The time limit is deemed to have been met if you send the voucher before expiry of the fourteen day period.

You shall bear the direct costs of returning the original voucher.

You shall only be liable for any loss in value of the goods resulting from a handling of the goods other than what is necessary to ascertain the nature, properties and functioning of the goods. If you have used the voucher already during the withdrawal period, the appropriate amount shall be credited which corresponds to the proportion of the services already provided up to the point in time when you informed us, that you will make exercise of the right of withdrawal with regard to the contract, compared to the total scope of services as provided in the contract.

Unless the parties have agreed otherwise, the right of withdrawal does not apply to contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, transport of goods, car rental, delivery of food and beverages, and for the provision of further services in connection with leisure activities, if a specific date or period for the provision of such services is laid down in the contract (section 312g second subsection no. 9 BGB (German Civil Code)).

End of Cancellation information

#### **7. Loss or damage to items brought in**

Personal items are brought in the event rooms at the customer's risk. The FSZN is only liable for loss, destruction or damage caused intentionally or by gross negligence on the part of the FSZN.

#### **8. Participant's liability for damages**

The participant is liable for damages caused by him to buildings, training grounds (e.g. crash barriers, green areas, etc.) and inventory. Any damage caused during an event on the premises of the FSZN shall be reported immediately to the responsible instructor.

#### **9. Insurances of the FSZN**

**9.1.** During a training course each participant is covered by an FSZN accident insurance (€25,000 in the event of death; €50,000 in the event of disability; €125,000 in the event of full disability).

**9.2.** An optional coverage under hull can be obtained for the vehicles used during the training, for an additional charge (see current price list) with a maximum threshold level of damage of 3,500 € and an own risk of 500 €.

This additional insurance is only available for the following training types: Safety + Fun 1 Day, Safety + Fun 2 Days, Safety + Fun Biker 1 Day, Safety + Fun Biker 2 Days, Safety + Fun Junior.

Moreover, the additional insurance applies exclusively to driving exercises practised in the driving safety centre and within the marked practice tracks. It does not apply outside the marked practice tracks of the driving safety centre (e.g. return route, parking lot, when queuing for a driving exercise). Start and end of a driving exercise are marked by white lines on the respective practice tracks.

**9.3.** In the case of intent and gross negligence, the driver of the vehicle shall himself be liable to the full amount of the damage. The insurance cover expires for instance if the trainer's instructions are not followed. This applies in particular to the requirement to adhere to the specified exercise speeds. Any damage shall be reported to the instructor immediately on the day of the event and inspected together. Later damage reports shall not be accepted as claims. In addition, a written damage report shall be submitted promptly to the FSZN.

**9.4.** Subsequent insurance registration occurring after the start of the first exercise is not possible and cannot be considered.

**9.5.** No insurance cover shall be provided for any non-standard add-on parts such as roof racks, roof boxes, auxiliary headlamps, etc.

#### **10. Customer's insurances**

The customer shall ensure that the vehicle used during the training is covered by liability insurance.

#### **11. Participation requirements for driver safety trainings and further driver training courses**

**11.1.** Every participant – either active or as an authorised co-driver – shall be obliged to accept the handed out and respectively valid conditions of participation of the FSZN by signing them before the start of the driving activity. The same shall apply to the insurance conditions.

The customer as a non-participant ensures that all participants registered by him shall comply with this obligation.

**11.2.** On the training grounds the rules of the German Road Traffic Regulations (StVO) and the German Road Traffic Licensing Regulations (StVZO) apply.

**11.3.** The training language is German. The FSZN reserves the right to exclude participants who do not speak the training language and/or do not sufficiently understand the training language and therefore cannot follow safety-relevant instructions from training. In such a case a refund of the (proportional) course fee shall not be made.

**11.4.** The participant shall hold a valid driving license for the respective course variants. The organizer may request that the driving license be presented before the start of the training. Driving license holders of the "Accompanied driving" scheme may only participate in the training together with the accompanying person registered in the driving license.

**11.5.** The participant shall himself be responsible for the road safety of his vehicle. The vehicle is not checked by the FSZN.

**11.6.** The participant's blood alcohol level shall not exceed zero per mill at the start and during the course.

The consumption of alcohol and drugs is strictly prohibited for the duration of the entire training.

**11.7.** The instructions of the trainers must be followed without fail, among other things in the interest of safety, for the duration of the entire training. On infringements of these instructions or of the rules of the StVO (German Road Traffic Regulations), which could endanger the participant himself, other persons or objects of significant value, a participant can be excluded from training without the participant having any right to claim a refund of the course fee.

**11.8.** One accompanying person is entitled to participate as a co-driver in a passenger car driver safety training (prerequisites: at least 8 years of age and appropriately secured in the vehicle). Co-drivers from the age of 8 up to and including the age of 17 must submit a declaration of consent from parents or guardians, unless the participant is the parent or guardian himself.

**11.9.** Animals are not allowed in the buildings and on the premises of the FSZN.

**11.10.** Participants of bike trainings undertake to wear an appropriate motorcycle safety helmet as well as complete motorcyclists' protective clothing in accordance with legal provisions (protector jacket and trousers, motorcycle gloves and boots). Participants under 18 years of age with light motorcycles must submit a declaration of consent from their parents or guardians before the training.

**11.11.** Irrespective of the vehicles' registration, participants can only take part in the training courses with vehicles equipped with a standard exhaust of the respective manufacturer and that do not exceed a maximum full load sound power level of 130 dB(A). Pursuant to the near field measurement method this corresponds to a maximum sound power of 98 dB(A). Noise emissions are determined by monitoring where appropriate. Customers with vehicles exceeding this noise level can be excluded from training without the participant having any right to claim a refund of the course fee.

**11.12.** The participant shall be responsible for washing the vehicle used promptly after the end of the course to avoid potential water stains. Generally, water stains are not to be expected thanks to water recovery in the water obstacles of the training tracks, however, they cannot be excluded, which is expressly pointed out. The FSZN assumes no liability in this respect.

## **12. Privacy policy**

Insofar as customers of the FSZN have made personal data available, these shall only be used to answer inquiries, to process concluded contracts and for technical administration. Personal data will only be passed on or otherwise transferred to third parties if this reveals necessary for the purpose of contract processing and service provision by the FSZN or if the customer has given prior consent. A given consent can be revoked by the customer at any time with effect for the future. Personal data is exclusively collected, processed, transmitted and stored within the scope of the applicable legal provisions. Further information is contained in our privacy policy and can be downloaded at [www.fszn.de/datenschutz](http://www.fszn.de/datenschutz).

## **13. Photos and footage**

**13.1.** All participants, co-drivers and customers are informed before the start of the respective event that the FSZN will make photographic, audio and film recordings of training sessions. The FSZN would be entitled to dispose of this material free of charge, in particular to use it for its own advertising purposes pursuant to the German Law regulating Art and Copyright Questions (section 23 first subsection no. 2 *KuG*).

**13.2.** All participants, co-drivers and customers must declare in writing before the start of the event whether or not they agree with this regulation. On their part, they may, in compliance with the German Law regulating Art and Copyright Questions and the social media netiquette, make photographic, sound and film recordings within the framework of training courses and other events. However, publication is at any times exclusively permitted in the context of training courses. Commercial use as well as disparagement are prohibited.

**13.3.** Furthermore, it is prohibited to take pictures of individual persons (privilege as to one's own image) unless special permission to do so has been given.

**13.4.** The domestic authority is superior to any other agreements made by organisers on the FSZN event premises.

## **14. Final provisions**

**14.1.** Place of payment is the registered office of the FSZN.

**14.2.** Should new General Terms and Conditions be introduced, all previously published shall become void.

**14.3.** German law shall apply excluding the provisions of the law on conflict of laws under international private law and excluding the provisions of the UN Sales Convention. If the customer is a natural person who concludes the legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity, this choice of law shall only apply insofar as the customer is not thereby deprived of the protection granted by mandatory provisions of the state in which he has his habitual residence.

**14.4.** If the customer does not have a general place of jurisdiction in Germany or in another EU member state, or if he is a merchant or a legal person under public law or if he has moved his permanent residence abroad after these General Terms and Conditions have come into effect or if his residence or usual place of abode is unknown at the time of bringing the action, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the FSZN.

**14.5.** Should individual provisions of these terms and conditions for driver training courses be void, this shall not affect the validity of the remaining provisions. The ineffective, impracticable or missing provision shall be replaced by an appropriate provision that the parties would reasonably have agreed upon if they had been aware of the ineffectiveness, unenforceability or incompleteness.

In all other respects the statutory provisions shall apply.

Date: August 1, 2018