

BMW DRIVING EXPERIENCE CONDITIONS OF PARTICIPATION

The following conditions apply to participation in the BMW Driving Experience provided by BMW M GmbH (referred to in the following as "BMW M").

1.

Any application shall be binding within the framework of the statutory provisions (Sections 145 - 147 of the German Civil Code). The participation contract shall become effective upon the applicant's receipt of the written participation confirmation issued by BMW M.

The applicant shall be entitled to request that a third person to be indicated by name be permitted to participate in the training in place of the applicant or in place of the person mentioned in the application form, unless such a third party fails to fulfil the participation conditions set forth in clause 2 of these conditions. In the event that the applicant names a third party, BMW M may charge the applicant the additional costs, if any, arising due to the participation of a third party.

The confirmed participation date shall be binding. If the applicant is prevented from participating for compelling reasons and requests another date by stating these reasons and BMW M fixes another available date, BMW M shall charge a transfer fee of 10% of the participation price, but not less than 25.00 €, if the date is changed at least 28 days prior to the start of the training. In case of a change of date at a later time, the cancellation conditions according to clause 9 shall apply. Trainings with a duration of 4 days or more shall not be eligible for a change of date.

2.

Only persons,
– who, at the time of the training, hold a valid driving licence and who are not subject to a driving ban imposed by competent authorities, and
– for whom the participation price has been paid to BMW M no later than 10 days prior to the start of the training
shall be qualified for participation.

The participant shall present his or her valid driving licence prior to the start of the training. If the participant fails to present a valid driving licence, he or she shall not be entitled to participate in the training.

3.

In case of trainings with a duration of 4 days or more, the participant shall make an advance payment of 10% of the participation price at the time of receipt of the confirmation of his or her application issued by BMW M.

4.

The service rendered by BMW M shall include the conduct of the training in theory and practice by using, depending on the type of the course, either vehicles provided by BMW M or by the participants themselves, as well as board and lodging of the participants, depending on the course (in case of events lasting for several days only). In the event that the participant provides his or her own vehicle for the training, he or she shall bear the sole responsibility for a condition of the vehicle free of any faults or defects and in compliance with all statutory requirements (e.g. German Road Traffic Licensing Regulations (StVZO)). BMW M shall reserve the right to check the technical condition of the respective vehicle and to disqualify the vehicle from participating if it should fail to fulfil the requirements. In such a case, BMW M shall not be obliged to provide a substitute vehicle.

Vehicles provided by the participants themselves shall not be additionally insured by BMW M for the purpose of the training.

5.

In order to cover the accident risks existing within the framework of the training, BMW M shall take out accident insurance for the participant with the following coverage:
– Death 100,000 €
– Disability 200,000 €
– Medical expense subsidy 2,500 €
The costs for the accident insurance shall be included in the participation price.

As a condition precedent for the conclusion of the abovementioned accident insurance, the registration application(s) together with all relevant personal data must have been received by BMW M no later than two working days prior to the scheduled start of the training. Participants registered at a later time shall not be covered by said insurance.

6.

The participant takes part in the training at his or her own risk. BMW M or its legal representatives and agents or subcontractors shall only be liable for damages suffered by a participant to the extent that such damages were due to intentional behaviour or gross negligence by BMW M, its legal representatives, agents or subcontractors.

This limitation of liability shall not apply to damages to the life, body or health of a participant or to infringements of material contractual duties such as, for instance, those duties and obligations the contract is deemed to impose upon BMW M according to its spirit and purpose and the very fulfilment of which is deemed to be necessary for a due and careful completion of the contract and which may with good reason permanently be relied on by the participants. Said liability shall be limited to the typical damage as it is foreseeable upon execution of the contract. As far as damages are covered by insurance (except for insurances of fixed sums) that was concluded by the participant with respect to the relevant damage case, BMW M shall only be liable for disadvantages, if any, connected therewith for the participant like, for instance, higher insurance premiums or disadvantages in terms of interest payments until settlement by the insurance company.

7.

If the participant takes part in the training with a vehicle provided by himself or herself, the participant shall release BMW M and all other persons mentioned in clause 6 from all claims asserted by entitled third persons (owner, holder, etc.) due to damage to said vehicle unless the damage was caused by gross negligence or intentional behaviour by BMW M or other persons mentioned in clause 6.

8.

During the training, the participant shall be obliged to behave with utmost discipline. Throughout the entire duration of the training, the persons authorized by BMW M shall be entitled to give instructions to the participant. For reasons of safety, all participants shall, throughout the entire training, be prohibited from overtaking others and this shall also apply when driving in sectors belonging to the public road traffic. Exceptions to this prohibition shall be subject to explicit instructions to be given by the responsible instructor of BMW M.

Throughout the entire active driving part of the training, an absolute alcohol ban shall apply (blood alcohol limit: 0.0). BMW M shall be entitled to exclude any participant totally or partly from further participation if there exists a reasonable suspicion of alcohol consumption.

In the event of infringements of these regulations, BMW M shall be entitled to exclude the participant from further participation. Participation fees already received shall only be reimbursed to the extent they exceed the expenditures incurred by the organizer due to its efforts made for the participant.

9.

The applicant shall be entitled to withdraw from the contract at any time. Instead of the participation price, the following cancellation fees shall be charged if an applicant cancels the contract:

In case of trainings with a training term of up to and including 3 days:
no later than 28 days prior to the start of the training: 10% of the participation price but not less than 25.00 €
no later than 14 days prior to the start of the training: 30% of the participation price
no later than 7 days prior to the start of the training: 50% of the participation price
6 days prior to the start of the training or later or in case of non-attendance without prior notice: 100% of the participation price

In case of trainings with a training term of 4 days and more:
upon registration: 10% of the participation price
no later than 90 days prior to the start of the training: 20% of the participation price
no later than 60 days prior to the start of the training: 40% of the participation price
no later than 30 days prior to the start of the training: 60% of the participation price
no later than 7 days prior to the start of the training: 85% of the participation price
6 days prior to the start of the training or later or in case of non-attendance without prior notice: 100% of the participation price

The applicant shall, however, be entitled to give evidence that BMW M did not suffer from any damage at all or that the damage incurred is less than the cancellation fee charged.

Cancellations must be made in writing in order to be effective. The time limits set forth above refer to the receipt of the written statement of cancellation at BMW M. BMW M shall be entitled to offset the cancellation fee against participation payments already made by the applicant. Otherwise, payments of the participation price shall be reimbursed to the participant.

With respect to trainings lasting several days, we recommend that participants take out cancellation insurance and an insurance policy covering the costs for return transportation with an insurer.

10.

BMW M reserves the right to postpone or completely cancel a training for important reasons, especially trainings of 4 days and more for lack of a sufficient number of participants, no later than 4 weeks prior to the scheduled start of the event. In such a case, the participation price shall be reimbursed completely. Further claims of the applicant and/or participant shall, however, be excluded.

11.

Applicable law and jurisdiction

The exclusive place of jurisdiction for any present and future claims arising from the business relationship with traders and business people, inclusive of bill of exchange and cheque claims, shall be Munich. Said place of jurisdiction shall also apply in the event that the applicant does not have a general jurisdiction in the domestic country or, after conclusion of the contract, transfers his or her place of domicile or habitual residence to a foreign country or if his or her place of domicile or usual residence is unknown at the time of the filing of an action.

The applicable law for any disputes arising from or in connection with the participation contract shall exclusively be the law of the Federal Republic of Germany.

12.

Data protection

The confidentiality and integrity of your personal data is a special concern to us. Your personal data is used in strict accordance with German data protection laws and will not be transferred to any third parties.

The BMW M GmbH collects, processes and uses your indicated personal data only for the purpose of processing your application for the BMW Driving Experience (e.g. necessary inquiries or document distribution).

Information in accordance with the Dienstleistungs-Informationspflichten-Verordnung (DL-InfoV, act on the obligation of service providers to provide information).

The regulations on applicable law and the court of jurisdiction provided in these Conditions of Participation (clause 11) are expressly pointed out. Otherwise you can find the information called for by the DL-InfoV on our website www.bmw-drivingexperience.com under the point "Impressum".

BMW DRIVING EXPERIENCE REGISTRATION FORM



Booking **Voucher**¹

¹ For vouchers, the participation price will be due upon receipt of the voucher.

Please complete the form in block letters and return it to us via post or fax: BMW Driving Experience, Daimlerstr. 19, 85748 Garching-Hochbrück, Germany; Fax: +49 (0) 18 05 - 32 47 77². Or register online now at www.bmw-drivingexperience.com. If you have any questions, you can contact us by telephone at +49 (0) 18 05 - 32 47 37² or by e-mail: fahrertraining@bmw.de.

² 0.14 €/min from German landline; max. 0.42 €/min from German mobile network

Applicant (Invoice address)

Family name _____

First name _____ Date of birth _____

Street _____

City and Postcode _____

Telephone (business/private) _____

Mobile _____

E-mail _____

Driver's licence class, date of issue _____

Vehicle brand/type, model
(If authorised BMW dealer: dealer number and stamp.) _____

Participant (If not the applicant.)

Family name _____

First name _____ Date of birth _____

Street _____

City and Postcode _____

Telephone (business/private) _____

Mobile _____

E-mail _____

Driver's licence class, date of issue _____

Vehicle brand/type, model _____

Type of training (vehicle)

Type of training (Please note the Conditions of Participation.)

Location

Date

Price per participant

Participation with own vehicle
(Dependent on type of training.)

Second choice:

Date, location

Payment options

Direct debit authorization

I hereby authorize BMW M GmbH to deduct the participation price from my/our bank account 14 days before the training is scheduled to begin. (Only possible if the bank account is in the Federal Republic of Germany.) Account holder must be the applicant.

Account number

Bank code

Name of bank (precise designation)

Location/Date

Signature of account holder

With credit card:

MasterCard VISA Card American Express

Card number: _____

Expiration date: ____ / ____

Enclosed voucher, number: _____

I accept as binding the Conditions of Participation on the overleaf, including the regulation of liability in clause 6. The contract of participation is not valid until confirmed in writing by BMW M GmbH. The participation price is due upon receipt of confirmation. If the payment has not been realised until five days before the training, the participant will not be permitted to take part.

Consent for the use of personal data for marketing purposes

If you might wish to be cared for by BMW also beyond the BMW Driving Experience in a best possible way, it is necessary to give your consent for the further use of your personal data as following:

I agree that the BMW M GmbH processes and uses my personal data also for the purposes of customer care (e.g. invitations for exclusive events, information about new products or services, posting of customer magazines) and market/opinion researches and also transfers my personal data for these purposes to the BMW AG, 80788 München and to affiliated companies of BMW AG and the BMW Dealer Network. (Please cross out if you do not agree)

I agree to be contacted via (mobile) phone, SMS and e-mail for the purposes and by the persons mentioned above.

Upon request, I can inform myself during normal working hours about my personal data being stored at the BMW M GmbH via e-mail to fahrertraining@bmw.de or via telephone +49 (0) 18 02 - 32 47 37 (0,14 EUR/min on German landline network of Deutsche Telekom AG, max. 0,42 EUR/min from German Mobile Networks) and can ask for correction, deletion or blocking of my personal data. I can withdraw my consent at any time with future effect via the e-mail address and phone number mentioned above should I have any objections against the collection, processing and use of my personal data.

Location, Date

Signature of applicant