

# **Conditions of participation for driving experiences of ITALIAPLUS GmbH**

**As of 11/2019**

## **Sec. 1 Scope of application**

1. These conditions of participation apply to all driving experiences (hereinafter referred to as "driving experiences") organized by ITALIAPLUS Travel & Events GmbH, Biebricher Allee 177, D-65203 Wiesbaden (hereinafter referred to as "ITALIAPLUS") and its cooperation partners.
2. A driving experience is not a race or race training aimed at achieving top speeds. The driving experience is rather supposed to serve fun, recovery and the exploration of the respective travel country.
3. Participation in the driving experience includes driving under conditions that involve certain risks to the Participant's life, health, and property. These Conditions of Participation set out the requirements that Participants must meet in order to participate, as well as other terms and conditions that apply to a Driving Experience Registration with ITALIAPLUS. By booking, the Participant confirms and accepts the inherent risks associated with the driving experience and, if booked, the optional activities.

## **Sec. 2 General rules**

1. Rules for participating drivers (hereinafter referred to as "Participants")
  - All Participants must be physically and mentally healthy, this means:
    - ✓ the Participant does not suffer from any illness, disability or other impairment which has or may have an effect on his/her safe driving ability during the driving experience. If the Participant suffers from any such illness, disability or other impairment, the Participant must provide ITALIAPLUS with complete and accurate information and all other relevant information (such as any assistance or resources that may be required) at the time of booking or as soon as the Participant becomes aware of such at a later date, including information that we may reasonably request. ITALIAPLUS is entitled to

require Participants to present a medical certificate in advance and upon their arrival at the driving experience confirming that any illness, disability or other impairment suffered by the respective Participant has no effect on the ability to participate in the driving experience and safe driving.

- ✓ the Participant does not take any medication (whether prescribed or not) that might impair his/her safe driving ability during the driving experience. This includes all medications for which it is advised or recommended, not to drive a vehicle. If the Participant has any doubts, he or she shall inform ITALIAPLUS of the drug in question so that ITALIAPLUS can verify the Participant's assessment.
  - ✓ the Participant does not suffer from any illness, disability or other impairment which excludes the Participant from participating in the driving experience or indicates that the driving experience may not be suitable for the respective Participant or that the participation violates a medical recommendation. This should include all back and heart problems. Furthermore, participation is not recommended if the Participant is pregnant.
- All Participants declare that they are not aware of any circumstances which will or could lead to the withdrawal of their driving license.
  - In principle, the rules of the German Traffic Act (*Straßenverkehrsordnung*; StVO) or the traffic regulations at the respective event location apply.
  - Each Participant must be at least 21 years of age, have at least three (3) years of continuous driving experience, have a valid driver's license and hold a valid driver's license.
  - It is mandatory to wear the protective clothing specified by ITALIAPLUS (e.g. helmet, protective goggles, protectors, hearing protection, life jacket, etc.).
  - It is prohibited to smoke or use a mobile phone, tablet or similar device while the Participant is on a vehicle;
  - The Participant is responsible for the safekeeping of his property (such as cameras, glasses, purses, etc.), which he brings to the driving experience.
2. If the prescriptions by ITALIAPLUS regarding equipment are not complied with, the Participant may be excluded from the driving experience without reimbursement of the participation fee.

### **Sec. 3 Rules during the driving experience**

1. Every Participant has to behave during the driving experience in such a way that he does not endanger or injure himself or other Participants. Drivers with different speeds and different levels of experience can meet at any time, so special care and consideration are essential.
2. The instructions of the persons commissioned by ITALIAPLUS must be followed at all times. In the event of non-compliance, the Participant may be excluded from the further driving experience without reimbursement of the participation fee. If a Participant endangers the life and health of other Participants through risky, reckless driving, he will be excluded from the driving experience.
3. ITALIAPLUS shall also be entitled to terminate, restrict or suspend the driving of a vehicle by the Participant if he or she has been involved in an accident or, in the legitimate opinion of the project manager appointed by ITALIAPLUS, is unable to control his vehicle.
4. In case of cancellation of the booking due to a violation or failure to meet the conditions of participation before arrival at the driving experience, the cancellation fees according to Sec. 4 shall apply and no refunds, compensation or expenses shall be paid.
5. In the event of termination of participation or further participation on or after the Participant's arrival at the driving experience due to a violation or failure to meet the conditions for participation, booking costs, compensations, damages or expenses shall not be refunded. The Participant may be asked to leave the driving experience before the scheduled end of the driving experience and in such a case will be liable for all resulting costs. Participants take part in the driving experience at their own risk, the Participant bears the sole civil and criminal responsibility for all damage caused by him or the vehicle used by him, insofar as no waiver of liability is agreed upon.
6. If a Participant culpably causes damage to the track or the vehicles, he will be held liable for the amount of the damage incurred.

### **Sec. 4 Change or Cancellation of the Driving Experience Booking**

1. In case the Participant is forced to cancel his booking after confirmation by ITALIAPLUS, the Participant must inform ITALIAPLUS immediately in writing. The cancellation notification is only valid if it is received by ITALIAPLUS in writing. The following fees shall apply to each canceling Participant from the date of receipt of the written cancellation notification:
  - from the booking date up to 90 days prior to scheduled arrival at the driving experience: Cancellation fee of 30% of the total cost of the driving experience and all optional activities booked,

- between 89 and 60 days before scheduled arrival at the driving experience: Cancellation fee of 50% of the total cost of the driving experience and all optional activities booked,
- between 59 and 15 days before scheduled arrival at the driving experience: Cancellation fee of 75% of the total cost of the driving experience and all optional activities booked,
- less than 15 days before scheduled arrival at the driving experience: Cancellation fee of 100% of the total cost of the driving experience and all optional activities booked,

The Participant is permitted to provide evidence that ITALIAPLUS has suffered no or less damage as a result of the cancellation than the flat-rate fees listed above.

2. It is possible that ITALIAPLUS may need to cancel or change the driving experience booking or make changes to the driving experience upon confirmation. Changes are usually minor and have no relevant impact on the driving experience. Minor changes include changing the order of the activities indicated in the itinerary or replacing them with other activities of a largely similar nature, replacing a hotel or location of the same category and using vehicle models other than those indicated. Changes to or cancellation of a Driving Experience Booking may also be required due to force majeure, or if the minimum number of bookings required to complete a particular Driving Experience has not been received by the applicable deadline.
3. In the event of adverse or unsuitable weather conditions, we reserve the right to offer alternative driving experiences.
4. In the event that the driving experience has to be canceled prior to the Participant's arrival or ITALIAPLUS has to make a significant change that the Participant is not willing to accept, ITALIAPLUS will, subject to availability, offer the Participant a spot on another driving experience of the same duration and itinerary. Should ITALIAPLUS not be able to do so or should the Participant be unable to accept this offer, ITALIAPLUS will refund the full amount paid by the Participant for the booking of his/her driving experience. ITALIAPLUS shall not be liable to the Participant if a change or cancellation has to be made due to extraordinary and unforeseeable circumstances beyond the control of ITALIAPLUS, the occurrence of which ITALIAPLUS could not have prevented with the greatest possible care, or due to an insufficient number of bookings (this applies in particular to flight bookings or hotel bookings made by the Participant in connection with his or her driving experience booking).

## **Sec. 5 Liability and waiver of liability of the Participants**

1. The Participant takes part in the driving experience at his own risk. The Participant bears the sole civil and criminal responsibility for all damage caused by him or the vehicle used by him, unless no waiver of liability is agreed upon.

2. By registering for the driving experience, the Participant declares that he waives any claims whatsoever for damage arising in connection with the driving experience against ITALIAPLUS or an organizer cooperating with ITALIAPLUS and all other persons connected with the organization of the driving experience as well as against representatives and vicarious agents of all aforementioned persons and bodies.
3. In the event of liability for a breach of essential contractual obligations, however, liability shall be limited in scope to compensation for the foreseeable damage typical for this particular type of contract if the breach was neither intentional nor grossly negligent and there is no damage to life, limb or health. The Participant waives any claims vis-a-vis the other Participants as well as against the owners and keepers of the other vehicles for damages of any kind arising in connection with the driving experience.
4. The aforementioned waiver of liability shall not apply to damages resulting from injury to life, limb or health and to damages based on intentional or negligent breach of a duty - including by a legal representative or a vicarious agent of the group of persons released from liability - as well as in the event of a breach of essential contractual obligations, i.e. such obligations that are essential to the proper performance of the contract and the contractual partner may usually rely on the compliance with them. In the event of liability for a breach of essential contractual obligations, however, liability shall be limited in scope to compensation for the foreseeable damage typical for this particular type of contract if the breach was neither intentional nor grossly negligent and there is no damage to life, limb or health.
5. The waiver of liability becomes effective upon registration for participation in the driving experience for all Participants. It shall apply to claims on any legal grounds, in particular to claims for damages arising from contractual as well as non-contractual liability and also to claims arising from tort.
6. Further tacit waivers of liability remain unaffected by the aforementioned waiver of liability clause. This applies in particular to the voluntary acceptance of risks assumed under German law that excludes the tortious liability (e.g. permitted risk, etc.).

#### **Sec. 6 Insurance/ Force Majeure**

1. Each Participant shall be responsible for providing adequate insurance cover. Therefore, it is strongly recommended that each Participant takes care of adequate insurance coverage, including health, liability and accident insurance.
2. It is expressly pointed out that ITALIAPLUS has not taken out any additional accident insurance for the Participants.

3. If exceptional circumstances or force majeure prevent the performance of the driving experience or parts thereof, the participation fee will be refunded in this case, unless an equivalent alternative can be offered by ITALIAPLUS.

### **Sec. 7 Image rights/data protection**

1. ITALIAPLUS holds the exclusive rights to the image material created by or for ITALIAPLUS during the driving experience.
2. ITALIAPLUS shall be irrevocably entitled to make picture and sound recordings or let them be made on the occasion of the driving experience and shall receive the exclusive right, unlimited in time and place, to distribute these recordings, in whole or in part, as often as it wishes, either itself or through third parties for commercial and non-commercial, public and non-public purposes, including in edited form, free of charge.
3. The personal data provided by the Participant upon registration will be stored and processed exclusively for the purpose of carrying out and processing the driving experience and the events related to this driving experience. This applies in particular to the data necessary for payment processing. By registering, the Participant consents to the storage of data for these purposes.
4. Participants can find further information on data handling in our data protection declaration at [www.italiaplus.de/datenschutz](http://www.italiaplus.de/datenschutz).

### **Sec. 8 Final provisions**

1. Should one or more provisions of the contract be or become invalid, this shall not affect the validity of the remainder of the contract. The ineffective provision shall be replaced by the parties to the contract by an effective provision which corresponds to the economic sense and purpose of the contract.
2. This agreement and the entire legal relationship between the contracting parties are subject to the law of the Federal Republic of Germany.
3. The exclusive place of jurisdiction for all disputes arising directly or indirectly in connection with this contract shall be - to the extent permissible - the Local Court or the Regional Court of Düsseldorf (*Amtsgericht* or *Landgericht Düsseldorf*), irrespective of which of the two contracting parties bring an action.