

GENERAL TERMS AND CONDITIONS OF PARTICIPATION AND BUSINESS

These terms and conditions form an integral part of all contractual relationships between Gentlemen on Track, managing director Mathias Scharf (hereinafter referred to as the "provider") and the customer (hereinafter referred to as the "customer") who participates in Gentlemen on Track events.

The aim of participating in a Gentlemen on Track event is to improve the participant's personal driving skills and not to achieve maximum speeds or lap times.

1. General scope

The Provider's General Terms and Conditions apply exclusively; any terms and conditions of the Customer that conflict with or deviate from the General Terms and Conditions will not be recognized unless their validity has been expressly agreed to in writing. The General Terms and Conditions also apply to future similar transactions with the Customer.

2. Offer and conclusion of contract

The provider organizes various leisure events (including driving events) in which the customer can participate with their own car. The respective information on further requirements as well as details on the content and implementation of the event can be found in the respective offer description on the Gentlemen on Track website [www.gentlemen-on-track.de].

2.1 By registering for a Gentlemen on Track event, the customer makes a binding offer to the provider to conclude a contract.

2.2 The registration applies to all participants named by the customer in the registration form. The registered customer assumes the obligations arising from the contract for themselves and for the persons named by them in the registration form.

2.3 The provider will confirm receipt of the registration. The contract is only concluded after the provider has expressly accepted the registration by admitting the participant to the event.

2.4 If the content of the written confirmation differs from the content of the customer's registration, the provider has not accepted the customer's offer, but offers to conclude the contract on terms that differ from the registration. The provider is only bound by any reservations until the period specified in the offer. If the customer does not accept the offer within this period, the provider is entitled to dispose of the offer elsewhere.

3. Terms of payment for customers

The fee for the event is due and will be invoiced upon conclusion of the contract.

4. Rebooking, withdrawal, and cancellation

4.1 Withdrawal is possible at any time before the start of the event. The declaration of withdrawal must be made in writing, by email, or by fax to the provider.

4.2 If a customer withdraws from the contract, the provider may charge reasonable compensation or demand compensation in accordance with the following schedule: for withdrawal before the 90th day of the event, 50% of the fee; before the 30th day before the event, 75% of the fee; between the 30th and 15th day before the event, 80% of the fee; between the 15th and 1st day before the event 100% of the fee.

4.3 If you do not attend a bindingly booked event, the fee remains due.

4.4 The binding booking date, 0:00 a.m., is decisive for the calculation of the rebooking and cancellation fee.

4.5 Cancellation fees are payable immediately. The provider is entitled to offset these against payments already made.

5. Conditions of participation

5.1 Only those persons who have paid the fee in advance are eligible to participate.

5.2 Participants who are drivers of vehicles during an event assure that they are in possession of a valid driver's license for the relevant vehicle class and undertake to allow their driver's license to be inspected. By signing the registration form, the participant confirms that they are the owner of the vehicle to be used. If a participant is not the owner of the vehicle used, a legally valid waiver from the vehicle owner must be enclosed with the registration form or submitted at the latest at the event. In the event of a misleading or false waiver from the vehicle owner, the participant shall indemnify the organizer against any claims by the vehicle owner, except in the case of damage resulting from injury to life, limb, or health based on a culpable breach of duty by the organizer.

5.3 Participants take part in the driver training at their own risk. Participants may bring accompanying persons to the events after consultation with the provider. The provider accepts no liability for accompanying persons. Accompanying persons take part in the event at their own risk. Accompanying persons are permitted to participate in the exercises. Participants and accompanying persons confirm this by signing a waiver on site.

5.4 During the event, the instructions of the event organizers must be followed. In the event of violations of the event organizers' instructions, in particular if persons or property are endangered, a participant may be excluded from the event without any entitlement to a refund of the fee.

5.6 The provider reserves the right to exclude any participant who is reasonably suspected of being unfit to drive (e.g., under the influence of alcohol, drugs, or medication) from the event.

5.7 The participant assures that he/she is the owner of the vehicle to be used. If a participant is not the owner of the vehicle used, a waiver from the vehicle owner must be enclosed with the registration or submitted at the latest at the event.

5.8 In addition to the entry fee, each participant shall bear the costs for their vehicles as well as travel expenses, meals, and accommodation, if applicable, depending on the package booked.

6. Cancellation of events

6.1 The provider reserves the right to postpone or cancel the agreed date for good cause if the reason was not foreseeable at the time the contract was concluded. In this case, the provider may offer an alternative date in consultation with the participant. Participants have the right to withdraw from the contract in this case. Payments already made will then be refunded. Further claims by the participant are excluded.

6.2 If the performance of events is significantly impeded, endangered, or prevented as a result of force majeure, the provider has the right to cancel or terminate the event. In this case, services already rendered shall be remunerated appropriately. Further claims by the participant are excluded.

6.3 If the number of participants is too low, the organizer is entitled to cancel the event; in this case, entry fees paid will be refunded. Further claims by the participant are excluded.

7. Warranty

7.1 The provider guarantees conscientious preparation, execution, and proper provision of the contractually agreed services. The provider is entitled to remedy the situation by providing an equivalent replacement service. Otherwise, remedy will be refused if it requires disproportionate effort.

7.2 The provider accepts no liability for service disruptions at third-party events that are regularly only arranged as external services and are expressly identified as such. This also applies in cases where personnel commissioned by the provider are working within the scope of the external event.

7.3 If performance disruptions occur, participants are required to report them immediately. Within the scope of the existing obligation to mitigate damages, participants are required to contribute to remedying the disruption and to minimize any damage that may occur.

7.4 Liability for culpably unfulfilled contractual services of the provider, including its employees and vicarious agents, is limited to the foreseeable damage typical for this type of contract.

8. Liability for personal injury and property damage

8.1 The provider and its agents or vicarious agents shall only be liable for damage suffered by a participant if the damage was caused intentionally or through gross negligence on the part of the provider. This limitation of liability also applies to damage resulting from injury to the body, life, or health of a participant.

8.2 Any damage to property caused by participants must be reported immediately and repaired in consultation with the provider.

8.3 *Participants (all drivers, co-drivers, teams, vehicle owners, keepers, assistants) take part in the event at their own risk. They bear*

bear full civil and criminal liability and responsibility for all damage caused by them or the vehicle they are using damage caused by them or the vehicle they use. Teams are liable for their drivers, co-drivers, guests, and helpers. By submitting this registration, participants declare that they waive any claims for damages in connection with the event against:

- the organizer(s), including all affiliated clubs, associations, and organizations
- their helpers, instructors and driving trainers, sports directors and sports officials, the track owner and operator
- all affiliated companies and their employees, including track marshals and other authorized persons and companies

• authorities, service providers, sports officials, and all persons associated with the organization of the event the road construction authority,

insofar as damage is caused by the condition of the roads and accessories to be used during the event

- the vicarious agents and assistants of all aforementioned persons, companies, and institutions, except for damages resulting from injury to life, limb, or health based on an intentional or negligent breach of duty, and except for other damages resulting from intentional or grossly negligent breach of duty. It is expressly pointed out that this waiver of liability also applies when instructors drive participants' vehicles (e.g., demonstration drives) and when participants ride in vehicles belonging to the organizer or other club members or instructors (e.g., demonstration drives).

8.4 Furthermore, by making this declaration, the participants fully indemnify all of the above-mentioned parties against any claims by third parties if, due to

an accident or other damage caused by the signatories. By submitting these contractual declarations, each participant accepts the above conditions as binding without any restrictions, and they become effective for all parties involved upon submission of this registration. The waiver of liability towards the organizer applies to claims on any legal basis, in particular to claims for damages arising from contractual as well as non-contractual liability, and also for claims arising from tort.

9. Photographs

Participants in the events agree that the provider may take photographs, make audio recordings, and film recordings of events. The provider is entitled to use this material free of charge, in particular for advertising and press purposes.

10. Final provisions

Should any provision of this contract be or become invalid, the contract shall remain valid in all other respects. The invalid clause shall be replaced by a clause that comes as close as possible to the economic purpose of the original clause.

11. Insurance

We strongly recommend that all participants take out accident insurance offered by us. The general and special insurance conditions of the accident insurance apply. By signing, the participant confirms that they have valid international health insurance, provided that the event does not take place in their home country. Participants have the opportunity to take out accident insurance. Information about this must be received by the organizer when registering for the event.

If the participant does not have international health insurance, they must bear any medical costs incurred themselves. The organizer may request proof of the necessary insurance at any time and exclude the participant if it is not provided.

I am familiar with the terms and conditions as well as the conditions of participation and use of Gentlemen on Track, accept them, and they become part of the contract with my booking/signature.

Date, place

Name in block letters

Signature