

General Terms and Conditions for Experience Offers of Porsche Deutschland GmbH at the Porsche Experience Center Hockenheimring and for the purchase of vouchers usable for the webshop of Porsche Experience Center (<https://booking.porsche-experiencecenter-hockenheimring.de/app/program>)**A. General Conditions****§ 1 Scope**

- (1) The following General Terms and Conditions are contractual components of all agreements concluded between Porsche Deutschland GmbH (hereinafter referred to as "we" or "PD") and the Customer (hereinafter referred to as the "Customer" or "Participant") with regard to "Experience Offers" at the Porsche Experience Centre Hockenheimring (hereinafter referred to as "PEC") as well as with regard to the purchase of vouchers usable for the webshop of Porsche Experience Center (<https://booking.porsche-experiencecenter-hockenheimring.de/app/program>) (hereinafter referred to as "Webshop"). The following General Terms and Conditions apply exclusively in the version valid at the time of the order. Any differing general terms and conditions of the Customer are not recognized. Any differing general terms and conditions of the Customer will not become contractual components even if the Customer refers to his terms and conditions in the context of an order or in any other way in the context of the conclusion of the contract. This also applies if PD does not expressly object to the integration. Even if PD refers to a letter that contains or refers to differing general terms and conditions of the Customer or a third party, this does not constitute an acceptance of those conditions.
- (2) Some of our Experience Offers are for package travels acc. to §651a German Civil Code. These General Terms and Conditions include pre-contractual information acc. to Art. 250 Introductory Law to German Civil Code.

§ 2 Registration, Conclusion of Contract

- (1) A contract for participation in the Experience Offers at the PEC Hockenheimring or the purchase of vouchers can be concluded exclusively in digital form via the webshop of PEC.
- (2) The Experience Offers and vouchers presented in the PEC webshop are non-binding and do not constitute an offer in the legal sense.
- (3) The Customer can select from the range of Experience Offers or vouchers by pressing the button "Book" and collect them after concretizing the selection (e.g. of vehicle, date and time of the Experience Offer, participant or amount, motif and text of the voucher) via the button "Add to cart" in a so-called shopping cart. There, the Customer can change or completely remove selected Experience Offers or vouchers at any time or supplement his selection by adding Experience Offers or vouchers, whereby vouchers and Experience Offers cannot be purchased in combination in a joint order due to technical reasons. Once the Customer has added Experience Offers or vouchers in the shopping cart, clicking on the "Checkout" button will first take him to a page where he can log in to his customer account or create a customer account. Before submitting a binding order, the order content will be summarized on an overview page. The Customer checks the order and can make changes if necessary. If payment is to be made (in part) by voucher, the voucher must be redeemed on this page. Before purchasing an Experience Offer, the Customer may be asked to provide additional data (for example, regarding the person of the Participant/Driver). This data must be provided by the Customer. Only by clicking the "Order with payment obligation"-button the Customer makes a binding offer to conclude the contract for the Experience Offer booked by him. The Customer must first explicitly confirm that he accepts the General Terms and Conditions. Unless payment is made in full by voucher,

the Customer can then select the payment method and enter the payment details. A binding contract for the booked driving experience or the selected voucher comes into effect through the acceptance of the contract by PD. If no separate declaration of acceptance is made, the declaration of acceptance is to be seen in the debit of the credit card, the voucher or the PayPal account. Following the payment process according to § 3 of these Terms and Conditions, the Customer receives a confirmation email about the experience program booked by him or the voucher ordered by him. If payment is made in full by voucher, the Customer will receive a confirmation email about the experience program booked by him.

- (4) If the credit card, the PayPal account, or the voucher cannot be charged (e.g. due to lack of funds), no contract shall be concluded. The Customer will then receive a corresponding error message in the store.
- (5) The Customer has the option to book driving experiences for other drivers (hereinafter also "Participants").

§ 3 Price and payment

- (1) The Customer has a duty to pay the stated price for the Experience Offer (hereinafter: "travel price") or the voucher (price for the voucher as well as travel price and price for the voucher together hereinafter also "fee").
- (2) The prices shown in the webshop shall apply. All prices are quoted in EURO including statutory VAT.
- (3) The following means of payment are available for the payment of Experience Offers:
 - Credit Card
 - PayPal
 - Voucher
- (4) The following means of payment are available for the payment of vouchers:
 - Credit Card
 - PayPal
- (5) PayPal: After binding submission of the order and after selection of the payment method PayPal, a pop-up window opens to the log-in page of PayPal. After successful login, the Customer authorizes the payment via PayPal. After successful credit check by PayPal, the Customer is connected back to the webshop.
- (6) For the execution of the payment, it may be necessary to accept the general terms and conditions of the payment service provider.
- (7) Vouchers can only be redeemed via the PEC's webshop by entering the respective voucher code before completion of the order. The value of the voucher will be offset against the current price of the event offer. If the voucher value is less than the price of the event offer, the difference must be settled with another means of payment. If the price of the booked event is less than the nominal amount of the redeemed voucher, the difference will remain as a credit for further bookings in the webshop.

§ 4 Storing of Contract Terms, Language of the contract

- (1) After having concluded the contract PD will send the Customer a confirmation of the contract with information of the Experience Offer booked or voucher purchased including a link to the General Terms and Conditions as well as the Instructions on withdrawal for consumers regarding vouchers as well as additional information on the key rights under Directive (EU) 2015/2302. The Customer has the possibility to access, save or print the General Terms and Conditions valid at the time of the conclusion of the contract by means of this link. Furthermore, the respective order (without terms and conditions or revocation) will be saved in the customer account. A further storage of the contractual provisions by PD does not take place.

(2) The contract can be concluded in German or English language.

§ 5 Registration; processing of your personal data

- (1) The prerequisite for booking an Experience Offer or purchasing a voucher via the webshop is registration in the webshop. As a registered user, the Customer does not have to provide his personal data each time but can log in to the customer account before or during an order. Registration is possible independently of an order. Registration alone does not result in a purchase obligation.
- (2) Each Customer may only maintain one (1) customer account. Multiple registration is not permitted. The Customer may only use the customer account for him/herself. This also means that he may not register and/or log in with third party identities or using third party data without being authorized to do so.
- (3) The Customer assures that the data provided by him/her during the registration process are complete, correct, and accurate. The Customer is obligated to notify us immediately and without request of any subsequent changes to the data requested during the registration process. The Customer also has the option of changing or updating his details in his user account under "Edit profile". The Customer shall compensate us for any damage incurred by us due to incorrectly provided or non-updated data, unless the Customer is not responsible
- (4) With the registration the Customer chooses a personal username and password. The Customer is obliged to keep this data secret and not to disclose it to third parties. For security reasons and to prevent misuse of their customer account, Customers should choose a sufficiently secure password and change it at regular intervals.
- (5) Information on processing of personal data can be found in our [privacy policy](#).

§ 6 Offsetting

The Customer may only offset claims against PD if they are recognized by PD and legally established, or if the claims are directly related to PD's claims.

§ 7 Miscellaneous, place of jurisdiction and place of performance

- (1) Should any provisions of these General Terms and Condition be wholly or partially invalid or unenforceable or later lose their validity or enforceability, this shall not affect the validity of all other provisions or agreements. The same shall apply insofar as a gap is found in the contract.
- (2) The contractual relationship between the Customer and PD shall be governed by the laws of the Federal Republic of Germany except for the UN Sales Convention (CISG). Any statutory provisions of the jurisdiction of the country where the Customer, who is a consumer, has his habitual residence
- (3) For legal action against Participants who are merchants, legal persons under public or private law, persons who are domiciled or ordinarily resident abroad, or whose domicile or habitual residence is unknown at the time the complaint is filed, the place of jurisdiction shall be the head office of PEC. Furthermore, PD is entitled to bring an action before a court located at the registered office or a branch office of these Customers.

§ 8 Online dispute resolution for consumer

Online dispute resolution for consumer disputes pursuant to Art. 14 (1) ODR Regulation and § 36 VSBG: The European Commission provides an online dispute resolution platform for consumer disputes at the Internet address <http://ec.europa.eu/consumers/odr/>. PD is neither willing nor obligated to participate in dispute resolution proceedings by a consumer

B. Special provisions for Experience Offers**§ 9 General Participation Requirements**

- (1) Unless otherwise agreed, all Experience Offers will be held in German or English. This also applies to the respective instructors, drivers and other employees of PD who provide services within the framework of the experience programs.
- (2) The directions of the PD instructors must be followed during the Experience Offer.
- (3) All Experience Offers with a driving program are subject to an absolute ban on the use of alcohol (0.0 blood alcohol level) and drugs, other intoxicants or sedative drugs which may impair or affect the ability to drive.
- (4) Destination/Place of execution of all Experience Offers is Porsche Experience Center Hockenheimring, Am Motodrom 9-11, 68766 Hockenheim am Hockenheimring.
- (5) Experience Offers with driving programs are generally not suitable for persons with reduced mobility
- (6) Participation in driving programs is always at Participants' own risk. §§ 16 und 17 remains unaffected by this.
- (7) If a third person rather than the Customer themselves takes part in the Experience Offer as a Participant, § 9 (1) to (3) will also apply to such a Participant.
- (8) In the event of infringement of § 9 (1) to (3), PD will have the right to exclude the Customer or Participant from further participation in the relevant Experience Offer; no refund of the price of the Experience Offer will be made in this event.

§ 10 Special provisions for Experience Offers with a driving program in which the Participant drives a vehicle themselves

- (1) In an Experience Offer with a driving program in which the Participant drives a vehicle themselves, the Participant must be in possession of a valid driver's license and must affirm on site that no official driving ban is currently in force. The driver's license and identity card must be presented in the original on the day of the event before commencement of the Experience Offer.
- (2) The provision of a Porsche vehicle to the Participant requires that they sign a vehicle rental agreement with an excess of € 3,000, or for GT and turbo vehicles with an excess of € 5,000 or for 918 Spyder and Carrera GT with an excess of €50,000, in the event of any damage.
- (3) If a third person rather than the Customer themselves takes part in the Experience Offer as a Participant, § 10 (1) to (2) will also apply to such a Participant.
- (4) In the event of infringement of § 10 (1) to (2), PD will have the right to exclude the Customer or Participant from further participation in the relevant Experience Offer; no refund of the price of the Experience Offer will be made in this event.

§ 11 Special provisions for Experience Offers with a driving program with the Participant's own vehicle

- (1) For the Experience Offer "driving program with the Participant's own vehicle", the Participant's own vehicle used must be registered for public road traffic. The Participant is responsible for ensuring that his or her vehicle insurance covers driving on a racetrack.
- (2) The Participant is liable for damages caused by the Participant to other vehicles, persons as well as to his own vehicle.
- (3) Any costs incurred due to increased wear and tear on the vehicle as a result of driving on a racetrack shall be borne by the Participant.
- (4) If a third person rather than the Customer themselves takes part in the Experience Offer as a Participant, § 11 (1) to (3) will also apply to such a Participant.
- (5) In the event of infringement of § 11 (1) to (3), PD will have the right to exclude the Customer or Participant from further participation in the relevant Experience Offer; no refund of the price of the Experience Offer will be made in this event.

§ 12 Cancellation of the contract by the Customer before the start of the event

- (1) The Customer can cancel the event at any time before the start of the booked Experience Offer. Cancellation of the contract must be made in text form to PD, Porsche Experience Center Hockenheimring, Am Motodrom 9-11, 68766 Hockenheim, E-Mail: info@porsche-experiencecenter-hockenheimring.de. The decisive factor is the date of receipt by PD of the cancellation of the contract.
- (2)) If the Customer withdraws before the start of the booked Experience Offer, PD will lose entitlement to the price of the event. Instead, PD may demand an appropriate compensation fee acc. to § 12 (3) of this General Terms and Conditions, provided that the cancellation of the contract is not the responsibility of PD and that no exceptional circumstances occur at the designated location or in its immediate vicinity that significantly affect the performance of the Experience Offer. Circumstances are unavoidable and extraordinary within the meaning of this paragraph if they are beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.
- (3) The appropriate compensation fee is as follows:
 - If the cancellation occurs 14 or more calendar days before the Experience Offer: 0 % of the price of the Experience Offer;
 - If the cancellation occurs 4 - 13 calendar days before the Experience Offer: 50 % of the price of the Experience Offer;
 - If the cancellation occurs 3 or fewer calendar days before the Experience Offer: 90% of the price of the Experience Offer.
- (4) If the Participant does not arrive at the designated location at the appointed times or does not arrive in time, and if the Participant has not withdrawn in a timely manner acc. to § 12 (1), the Participant must pay the full price of the relevant Experience Offer. No refund will be made. The same applies if a Participant cannot take part in the event due to the lack of valid participation documents for which PD is not responsible, e.g. having no driving license.
- (5) §12 (1) to (4) apply accordingly, if a Customer who has booked an Experience Offer for several Participants and withdraws before the start of the booked Experience Offer for one or more Participant within the period acc. to § 12 (3) or if one or more Participants do not arrive in time or at all or if one or more Participants cannot take part in the event due to the lack of valid participation documents for which PD is not responsible.
- (6) Upon the Customer's request, PD shall provide the Customer with evidence of the amount of an appropriate compensation to be paid by the Customer in accordance with § 12 (3) of these General Terms and Conditions within a reasonable period of time. The Participant is at liberty to provide

evidence that no or substantially lower costs have been incurred in connection with the cancellation of the event than the appropriate compensation stated under § 12 (3).

- (7) If PD is obligated to reimburse the travel price as a result of a withdrawal, PD must do so immediately, but in any case, within 14 days after the withdrawal. PD is entitled to offset the appropriate compensation against a travel price already paid. PD will use the same means of payment for the refund as the Customer used for the booking.

§ 13 Cancellation and termination by PD

- (1) PD is entitled to cancel the contract prior to the commencement of the booked Experience Offer
- (2) If PD is prevented from fulfilling the contract due to unavoidable, exceptional circumstances; in this event, PD must inform the Customer without delay of the reason for cancellation of the contract. In the event of withdrawal by PD, the Customer will only be entitled to a refund of the price of the Experience Offer in question. No other claims of the Customer and/or the Participant will be possible; however, any liability on the part of PD arising from the following §§ 16,17 will remain unaffected.
- (3) PD is further entitled to terminate the contract without notice if PD, considering all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contract until the agreed termination date or expiry of a notice period. This is especially the case if, despite an appropriate warning by PD, the performance of the Experience Offer is continually interrupted by a Participant or if a Participant acts contrary to the contract to such an extent that immediate cancellation of the contract is justified. In this event, PD reserves the right to claim the agreed fee. However, PD must deduct the value of any expenditure saved and the benefits derived from any other use of unused services.

§ 14 Changes in service

PD is entitled to change the content of Experience Offers in the event of force majeure, extreme weather conditions, official orders, for reasons of safety, or other important reasons that are unforeseeable at the time the contract is concluded. § 12 remains unaffected

§ 15 No Right to Withdrawal for Experience Offers

The Customer is informed that the Experience Offers are services for which there is no right of withdrawal acc. to § 312g para. 2 no. 9 BGB (German Civil Code) acc. to § 355 BGB.

§ 16 Special provisions for Experience Offers that are package travel contracts acc. to §651a German Civil Code

Our Experience Offers Pilot-Mix, Pilot Advanced, Pilot g-Force, Accelerate, Porsche Experience Center meets GP Kurs Hockenheimring as well as Track Experience E-Warm-up, Track Experience Precision and Track Experience Performance (with a vehicle provided by us) are package travel contracts acc. to §651a German Civil Code. Our Experience Pilot and Pilot-Off-road, that the Customer combines with additional services (Simulators, Culinary Delight) are package travel contracts acc. to §651a German Civil Code, in case the total price exceeds € 500.00. For Experience offers that are package travels, special provisions apply.

(1) Further information on the Key rights under Directive (EU) 2015/2302 can be found [here](#).

(2) Transfer of rights and duties

- a) Within a reasonable time before the commencement of the travel package, the Customer may demand that a third party takes over the rights and duties under the package travel contract in his place upon declaration towards PD (email is sufficient).
- b) The declaration is in any case in time, if it is received by PD not later than seven (7) days before the start of the respective Experience Offer. PD is at liberty to claim additional costs actually incurred by the entry of the third party in an appropriate amount against the Customer and the third party. In this respect, the Customer and the third party are liable as joint debtors. If additional costs in this sense arise due to the entry of the third party, PD will provide the Customer with proof of their amount.

(3) Remedy, reduction, cancellation

- a) If the service from PD is not provided or not in accordance with the contract, the Customer can demand remedy. The Customer is obligated to notify PD immediately of any defect with the event. If the Customer fails to do so negligently and the organizer cannot therefore remedy the situation, the Customer is not entitled to a reduction in the price of the event.
- b) PD can refuse to remedy the situation if it is impossible or disproportionately expensive to do so.
- c) The Customer can demand a reduction of the event price if event services were not provided in accordance with the contract and they did not negligently omit to notify the defect immediately (without culpable delay). In this event, if the Customer has paid more than the reduced event price, they may demand that PD repay the additional amount.
- d) If an Experience Offer is significantly impaired as a result of a defect and PD does not remedy the situation within a reasonable period of time, the Customer may cancel the event contract in accordance with the statutory provisions in writing (email is sufficient). The same applies if the Customer cannot reasonably be expected to attend the event due to a defect attributable to the organizer. The determination of a time limit for the remedy is only not required if remedy is impossible, is refused by the organizer, or if the immediate termination of the contract is justified by a specific interest of the Customer. If the contract is terminated, PD reserves the right to claim the agreed event price with regard to the services rendered. The Customer may demand repayment of any additional sum paid by them.

(4) Damages

- a) In the event of a defect, the Customer can demand damages without prejudice to any reduction or termination of the contract. This will not apply
- if the travel defect/deficiency is caused by the Customer
 - or by a third party who is neither a service provider nor otherwise involved in the provision of travel services covered by the package travel contract, or the travel defect/deficiency was not foreseeable for or preventable by PD or
 - or in the event of unavoidable, exceptional circumstances.
- b) If delivery of the Experience Offer is prevented or considerably impaired, the Customer can demand reasonable compensation in the form of money for the wasted holiday time.
- c) For damages that do not entail physical injury and that were not negligently caused by PD, the liability of PD is limited to three times the event price.
- d) If international conventions or statutory provisions based on such apply to a travel service, according to which a claim for damages against PD as the service provider only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, PD can invoke this against the Customer.

(5) Exclusion from claims, statutory limitation

Claims resulting from a defectiveness of the Experience Offer lapse after two years. Calculation of the limitation deadline begins from the day on which the Experience Offer covered by the contract should end.

§ 17 Limitation of Liability re. Experience Offers that are no package travel contracts acc. to §651a German Civil Code

PD or its legal representatives and vicarious agents are only liable for damages to the Participant or such damage as the Participant causes to third parties if the damage was caused intentionally or through gross negligence by PD, its legal representatives or vicarious agents. This limitation does not apply to damages resulting from injury to the life, body or health of the Participant. It also does not apply to statutory claims for damages due to default or any impossibility for which PD or its legal representatives or vicarious agents are responsible, or in the event of a negligent breach of essential contractual obligations. Essential contractual obligations are obligations whose breach jeopardizes the purpose of the contract and the performance of which the contractual partner may regularly rely. In the event of a negligent breach of such an essential contractual obligation, the liability of PD shall be limited to the remedy of typical damage foreseeable at the time the contract was concluded. Claims under the German Product Liability Act remain unaffected.

§ 18 Image and sound recordings

- (1) The Customer and/or Participant at the Experience Offer is entitled to make image and sound recordings and other optical or audio-visual recordings including the use of mobile phone cameras solely for private purposes.
- (2) Any exception to the above provision must be requested via email to Info@porsche-experiencecenter-hockenheimring.de from PD in advance of the Experience Offer. If such an exception is granted, it must be presented to PD employees upon request at any time.

C. Special provisions re. The purchase of vouchers

§ 19 Special provisions re. vouchers

- (1) Vouchers can only be redeemed for PEC event and catering offers ("PEC Event Offers"). Vouchers can only be redeemed via the PEC's webshop by entering the respective voucher code before completion of the order.
- (2) Vouchers must be redeemed within three years of the end of the calendar year in which the voucher was issued for a PEC Event Offer that takes place within this period. After this period, the voucher expires without any obligation on the part of PD to refund.
- (3) The value of the voucher will be offset against the current price of the event offer. If the voucher value is less than the price of the event offer, the difference must be settled with another means of payment. If the price of the booked event is less than the nominal amount of the redeemed voucher, the difference will remain as a credit for further bookings in the webshop. An existing credit on the voucher can be viewed in the webshop in the "Vouchers" section by clicking the "Check" button using the voucher code.
- (4) A cash payment or refund of the voucher value or any remaining credit to the Customer or voucher holder is generally excluded.
- (5) The voucher is transferable. PD can provide its services to the respective holder with discharging effect. This does not apply if PD has knowledge or grossly negligent ignorance of the non-authorization, legal incapacity or lack of authorization to represent the respective owner.

§ 20 Right of withdrawal for consumers re. vouchers

Consumers have the right to withdraw from this contract in accordance with the [instructions](#) on withdrawal.