



PORSCHE

Terms and conditions for the Porsche Leipzig GmbH event programmes

Valid from: 17.02.2017

§ 1 Scope of application

These terms and conditions apply to the event programmes, including orders placed in the form of vouchers, of Porsche Leipzig GmbH (referred to below as PLG). The terms and conditions of the ordering party will not apply, even if they are not expressly rejected.

§ 2 Registration, conclusion of contract

- a) All PLG offers are subject to confirmation. Registration is to be effected exclusively using the PLG print or online form (www.porsche-leipzig.com).
- b) The contract for participation in the event programme comes into effect as soon as PLG confirms the ordering party's registration in writing, or issues an invoice to the ordering party.
- c) PLG and the ordering party may agree individual options in relation to specific event dates. The arrangements for the option which are agreed will be binding on both parties. If the ordering party fails to make use of the option, PLG reserves the right to assign the reserved dates to a different ordering party.

§ 3 Prices and payment

- a) The PLG price list which is applicable at the time of the order or registration will apply. All prices are stated in euros and include the applicable rate of VAT. Tours of the factory which are implemented in connection with the event programme are already contained in the listed prices.
- b) In the case of online reservations the payment options indicated in the online shop are available. c) In other respects the amounts indicated in the confirmation of order/invoice will be payable without deduction within 14 days from receipt of invoice. Payment is to be made to the specified bank account indicating the relevant invoice number. If payment is not made within the specified period the ordering party will be in arrears.
- d) PLG will have the right to make a charge of € 4 per reminder for the cost of the reminder process once the ordering party is in arrears.
- e) In the case of reservations made from outside of Germany, payment will always be by credit card or, at the discretion of PLG, in cash immediately before the start of the relevant part of the event programme.
- f) In those cases where it is not possible to invoice a domestic ordering party in good time and payment cannot be guaranteed before the start of the relevant part of the event programme, PLG will have the right at its own discretion to enable payment by credit card or cash on delivery, or in cash immediately before the start of the relevant part of the event programme.
- g) PLG will have the right to exclude from the event programme the ordering party or third parties who participate in the programme on behalf of the ordering party, if the invoice amount has not been paid in full at the start of the relevant part of the event programme.

§ 4 Vouchers/redemption of vouchers

- a) Vouchers for the event programme are not sent out until the relevant invoice amount has been credited to PLG.
- b) The invoice amount for vouchers for the event programme on a specific date has to be received by PLG at the latest 7 working days before the start of the relevant part of the event programme. If this is not implemented it cannot be guaranteed that vouchers can be delivered in good time by PLG.

- c) The voucher can only be redeemed in relation to the PLG event programme. Vouchers can only be redeemed via PLG and on presentation of the original voucher.
- d) If a voucher is ordered for a part of the event programme on a specific date (date of redemption), the voucher must be redeemed on the specific date of redemption. In other respects vouchers must be redeemed within 3 years from the end of the calendar year in which they are issued. After that the vouchers will become null and void, without any obligation on the part of PLG to refund them.
- e) Vouchers which are issued for a specific category of the event programme will have the value of the price of the event programme (the voucher amount) which is valid on the issue date for the voucher. If the price list is changed, the voucher amount will be offset in full against the new price of the event programme.
- f) The voucher amount will be set off against the current price of the event programme. If the voucher amount is lower than the price of the event programme, the ordering party will be invoiced for the balance.
- g) A payment in cash or refund of the voucher amount to the ordering party is excluded under normal circumstances.
- h) In the event of a withdrawal from events which have been booked by means of vouchers, the following withdrawal fees will apply instead of § 6c:
- Withdrawal up to 3 working days before the event programme is free of charge. The voucher retains its validity.
 - If the withdrawal is made within 3 working days before the date of the event programme, the voucher will become null and void. In other respects the terms of withdrawal outlined in § 6 will apply.

§ 5 Changes in services

PLG will have the right to change the content of the event programme because of force majeure, extreme weather conditions, statutory provisions or in the case of safety considerations and other important facts which could not be foreseen at the time the contract was concluded.

§ 6 Withdrawal by the participant before the start of the event/cancellation fees

- a) The participant can withdraw from the event programme which has been booked at any time before the start of the event. The date of receipt of the declaration of withdrawal by PLG (for address see the end of these terms and conditions) will be decisive. The withdrawal must be declared in writing.
- b) Withdrawal fees will also be payable if a participant does not arrive for the event or does not arrive at the notified times, or if the participant is unable to take part because a document which is necessary for participation, e.g. the driving licence, is not available for reasons for which PLG is not responsible.
- c) The participant will have the right to prove that in connection with the withdrawal or non-arrival no costs have been incurred, or that the costs incurred are significantly lower than the standard charge which is applied by the organiser in individual cases (see paragraphs below). The overall claim to withdrawal fees is as a rule calculated as follows:
- Withdrawal is implemented at a minimum of 14 calendar days before the date of the event programme: the price of the event programme is refunded in full;
 - Withdrawal is implemented 13 days and less before the date of the event programme: refund of 50 percent of the price of the event programme;
 - Withdrawal is implemented within 3 calendar days from the date of the event programme: no refund.
- d) In the event of non-participation without cancellation in good time the full price of the event programme is to be paid, i.e. there is no refund. The same applies if an ordering party who has reserved an event programme for several participants reduces the number of participants without notice.
- e) PLG will have the right to deduct the withdrawal fee from any payment which has already been made for the relevant event programme.

§ 7 Withdrawal and termination by PLG/postponement of events

a) PLG will have the right to withdraw from the contract for the following reasons:

- If the ordering party has, after expiry of the due date for payment of the invoice, failed to pay the price for the relevant event programme to PLG or, in the case of invoices without due date, failed to pay the price within 14 days after receiving the invoice, and after the expiry of a reasonable extension period set by PLG;
- If performance of the contract on the part of PLG is made impossible or unreasonable because of an event of force majeure or other circumstances for which PLG is not responsible;
- If PLG has reasonable grounds for assuming that the event programme will be detrimental to the business operations, safety, security, or public reputation of PLG or Dr. Ing. h.c. F. Porsche Aktiengesellschaft in a way which cannot be attributed to PLG's area of responsibility and organisational scope;
- If after the conclusion of the contract PLG learns that the ordering party and/or a participant is an employee or executive or member of a body belonging to a different automobile manufacturer than Dr. Ing. h.c. F. Porsche Aktiengesellschaft;
- In the case of all driving programmes if weather conditions make the implementation of the relevant programme impossible.

b) In this case – unless agreed otherwise below – the ordering party will only have a claim to a refund of the price of the relevant event programme. Any further claims by the ordering party and/or a participant are excluded; however, this is without prejudice to liability on the part of PLG in terms of § 9 below.

c) PLG will have the right to terminate the contract for the event without notice if the implementation of the event programme is significantly impaired by the participant even after the relevant warning has been provided by PLG. The same will apply if a participant is guilty of a breach of contract to such an extent that the immediate suspension of the contract is justified. In such a case PLG retains its right to the agreed payment.

d) If the event programme which has been booked needs to be discontinued for reasons which are not due to PLG, the relevant proportion of the payment will be refunded to the ordering party. Any further claims by the ordering party and/or participant are excluded; this is without prejudice to any possible liability on the part of PLG in accordance with § 11 below.

e) PLG will have the right to postpone an event programme to a different date, especially for reasons of confidentiality or safety and security considerations. In such a case the ordering party has the right, within two weeks after receiving notification of the postponement, to withdraw from the relevant event programme. The provisions relating to the withdrawal fee in accordance with § 6 c) will not apply in this case. Any further claims by the ordering party and/or participant are excluded; this is without prejudice to any possible liability on the part of PLG in accordance with § 11 below.

§ 8 Special terms in relation to driving programmes and tours of the factory

a) Participants in an event programme with a driving component in which a vehicle is driven by the participant must have held a valid driving licence for at least three years and provide an assurance at the locality that he or she is currently not subject to a driving ban. On the day of the event participants must produce the originals of their driving licence and ID card.

b) Before a Porsche vehicle is made available to the participant he or she must sign a vehicle rental contract with a personal excess of € 2,500 and, in the case of the 911 GT3 and the 911 Turbo, with a personal excess of 10,000€.

c) Unless agreed otherwise the language of participation in all Porsche Leipzig event programmes will be German. This also applies to the instructors, drivers and other employees of PLG who provide a service in relation to the individual event programme. A sufficient knowledge of German is a condition for participation in the event programme.

- d) In the case of the Porsche Leipzig Pilot, Porsche Leipzig Co-Pilot and Discover Porsche in Leipzig event programmes the instructions given by the PLG instructors must be closely followed. For safety reasons participants in all the above-mentioned driving programmes must wear seatbelts. Exceptions in the case of individual exercises are subject to the express instructions of the responsible PLG instructor.
- e) All event programmes which involve driving are subject to an absolute ban on alcohol (0.0 per thousand) and drugs, as well as any other stimulants and sedatives which affect or could affect driving performance.
- f) If participation in the driving programme is not by the person ordering the event programme but by a third party, § 8 lit. a) to e) will also apply to such a third party.
- g) In the case of any breach of § 8 lit. a) to e) PLG will have the right to exclude the ordering party or participant from any further participation in the relevant event programme; in this case there will be no refund of the price of the event programme.
- h) Participation in driving programmes is always at the participant's own risk. This is without prejudice to § 11.
- i) Guided tours of the factory are implemented both when production operations are taking place and when production is at a standstill. A guided tour carried out when production is at a standstill will not represent a defect.

§ 9 Redress, price reduction, termination

- a) If PLG fails to perform the agreed service or does not do so in accordance with the contract, the ordering party can demand redress. However, the ordering party has the obligation of notifying PLG immediately in the event of any defect which arises in relation to the event. If he culpably fails to do so, he will have no claim on any reduction in the price of the event. This will only not be applicable if such notification would demonstratively be without prospect of success, or would be unreasonable on other grounds.
- b) PLG can refuse to provide redress if this will involve disproportionate expense.
- c) PLG will also have the right to provide redress by providing a substitute service of equal value, if this can be regarded as reasonable for the ordering party.
- d) After the event programme the ordering party can demand a reduction in the price of participation if the performance of the event has not been in accordance with the contract and he has not culpably failed to report the defect immediately (without culpable delay).
- e) If an event programme is negatively affected to a significant event by a defect, and if PLG fails to provide redress within a reasonable period, the participant will have the right in accordance with statutory provisions to terminate the contract relating to the event. The recommended form for such termination is in writing. The same applies if the event will be unreasonable for the participant because of a significant defect which the organiser should be able to identify. Determining a deadline for the redress to be provided will be unnecessary only in cases where such redress is impossible or is refused by the organiser, or if the interests of the participant justify the immediate termination of the contract. The participant will owe the organiser only that part of the participation fee which is incurred by the services that have been taken advantage of, insofar as these services were of interest to him.

§ 10 Exclusion of claims, statutory limitations

- a) Claims on the grounds of failure to perform the event in accordance with the contract (§§ 651 c to 651 f BGB: redress, reduction in price, termination because of defect, compensation) must be registered against PLG within one month after the event has ended. For reasons of proof claims must be made in writing. After the end of this period the participant will only be able to assert a claim if he was unable to meet the prescribed period for reasons which were not within his control. In calculating the one-month period the day on which the event ended is not included.
- b) Claims on the part of the participant in accordance with §§ 651 c to 651 f BGB arising from injury to life, limb or health which are due to the malicious or negligent breach of obligations on the part of the organiser, his legal representatives or agents acting on his behalf will become subject to the statute of limitations in 2 years. This also applies to claims for compensation for other damage arising from malicious intent or gross negligent breach of the obligations on the part of the organiser, his legal representatives or agents acting on his behalf.

c) All other claims in accordance with §§ 651 c to 651 f BGB will become subject to the statute of limitations in one year.

d) The period of limitation in accordance with the above paragraphs begins with the day after the day on which the event ends. If the end of the statutory period of limitation falls on a Sunday, a public holiday or a Saturday, this day will be replaced by the next working day.

e) Claims arising from illegal actions will become subject to the statute of limitations in 3 years.

§ 11 Restriction on liability

PLG, its legal representatives and agents acting on its behalf will only be liable for damage involving a participant or damage which a participant causes to a third party, if the damage has been caused maliciously or through gross negligence on the part of PLG, its legal representatives or agents acting on its behalf. This restriction does not apply to damage involving injury to the life, limb or health of the participant. It does not apply either to statutory claims for compensation in the event of delay or impossibility for which PLG, its legal representatives or agents acting on its behalf are responsible, or in the case of the negligent breach of significant contractual obligations. Significant contractual obligations are duties, the breach of which will endanger the purpose of the contract and on compliance with which the contractual partner should normally be able to rely. In the case of negligent breach of such a significant contractual obligation, the liability of PLG will be limited to providing compensation for the kind of damage which is typical and foreseeable on the conclusion of the contract. This is without prejudice to claims arising from product liability legislation.

§ 12 Onward sale or transfer of event programmes

a) The transfer or sale of event programmes by the ordering party is not permitted.

b) In the event of a prohibited sale, transfer or provision of event programmes, PLG will have the right at its own reasonable discretion to declare the affected event programme as invalid for the ordering party or participant involved. In this case PLG will have the right to refuse the ordering party or participant involved access to the relevant event programme.

c) For every breach of the ordering party of § 11 lit. a) PLG may impose a contractual penalty on the ordering party at a level which can be determined by PLG in relation to the seriousness of the infringement, and the appropriateness of which can be judged by a court of law in the event of a dispute. This is without prejudice to further claims for compensation on the part of PLG. In addition PLG reserves the right to exclude any persons who infringe against § 11 lit. a) from ordering event programmes in future.

§ 13 Video and sound recording

a) Video and sound recording as well as making any other visual or audio-visual recordings, including the use of mobiles capable of taking photographs, are not permitted on the PLG company site. This applies in particular to the vehicle production area.

b) The ordering party and/or the participant in the event programme will only be permitted to make video and sound recordings and other visual or audiovisual recordings, including the use of a mobile capable of taking photographs for private purposes within the PLG customer centre.

c) Any exception to the above provisions must be applied for in advance by written notification to PLG. If such an exception is approved, the written permit must be submitted to PLG staff on request at all times.

§ 14 Restricted access to vehicle production facilities

Persons with heart pacemakers and children under the age of 16 are not allowed to enter the PLG vehicle production facility for reasons of safety. In the case of the Discover Porsche in Leipzig and Pole Position Brunch programmes (events on a Sunday and guided tours when production is at a standstill) the minimum age for access to the production facility is 6.

§ 15 Data protection

The necessary data for implementing the contractually agreed services will be saved and only processed and used for the purpose of fulfilling the contract. For this purpose the above data will also be made available to the Porsche service company and to the shipping service provider. All personal data will be treated in strict confidence and will not be transferred to any other third party.

§ 16 Set-off

The ordering party will only be able to set off his own claim against PLG's claims if this claim is either not disputed or has been legally recognised.

§ 17 Place of jurisdiction and fulfilment

- a) If an individual provision of the contract covering a specific event is invalid, this will not affect the validity of the remaining provisions of the contract. The same applies to the present terms of participation.
- b) The contractual relationship between the participant and PLG will be subject exclusively to German law.
- c) In the event of claims against participants who are entrepreneurs, legal entities under public or private law or persons whose place of permanent domicile or frequent residence is abroad, or whose place of permanent domicile or regular residence is unknown at the time the claim is asserted, the registered location of PLG will be agreed as the place of jurisdiction.

§ 18 Consumer Dispute Settlement Procedure

PLG is not willing and not obliged to participate in a dispute settlement procedure before a Consumer Arbitration Service.

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