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**BUSINESS AND PARTICIPATION TERMS AND CONDITIONS**

**TAB different A GmbH**

**As of: January, 2023**

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## **BUSINESS AND PARTICIPATION TERMS AND CONDITIONS**

### **TAB different A GmbH (hereinafter: TAB)**

Exclusively the following Terms and Conditions of Business and Participation (hereinafter: Terms and Conditions) shall apply to the booking of and participation in the G-Class Experience events organized by TAB and to the business relationship between TAB and the Customer:

#### **1. FORMATION OF THE CONTRACT**

- 1.1 The images of the events in the online shop do not represent binding offers, but are merely non-binding examples.

The Customer submits a binding offer to TAB to take part in the selected event on the basis of these Terms and Conditions. TAB will inform the Customer whether the offer has been accepted or declined by sending notification of confirmation of rejection. The contract is formed once the declaration of acceptance has been received. The text of the contract including these Terms and Conditions shall be sent to the Customer by TAB on a durable medium (e-mail or paper printout) along with the declaration of acceptance or in a separate e-mail.

- 1.2 To submit an offer, the Customer must first select on one of the events, then select the date and number of participants, and any additional services. When the Customer has entered their personal details, payment details, accepted these Terms and Conditions, and then clicks the 'Place binding order' button, they submit their binding offer to TAB. The retrieval, printout and storage in reproducible form of the booking, the terms and conditions of participation as well as the privacy policy are possible prior to the conclusion of the contract. The text of the contract and the registration data will be stored by TAB, although they will no longer be accessible online once the offer has been submitted. Only the terms and conditions of participation applicable at the time of retrieval and the data protection information are available on the website.
- 1.3 The Customer can also purchase a voucher to participate in the events offered. This voucher is issued for a certain type of event and entitles the holder to take part in this event at an available time to be agreed upon with TAB.

#### **2. CONSUMER RIGHTS**

The Customer is generally entitled to a fourteen-day right of cancellation if the Customer is a natural person and the contract is concluded for a purpose that cannot be attributed to the Customer's commercial or self-employed activity.

*There is no right of cancellation if the contract concluded with TAB provides for a specific date or period for the provision of the service owed (for example, setting a specific date when registering).*

In the event of cancellation, any voucher provided shall lose its validity. It is therefore not necessary to return the voucher and the voucher will be returned at the Customer's own expense if necessary. Invalid vouchers must be destroyed immediately and may no longer be used.

## **CANCELLATION POLICY**

### **The right of cancellation**

You have the right to cancel this contract within fourteen days without giving any reason.

The right of cancellation lasts fourteen days from the day on which the contract was formed.

In order to exercise your right to cancel, you must inform us of your decision to cancel this contract by means of a clear declaration (e.g. in a letter sent by post, or in a fax or email).

TAB different A GmbH  
Neutorgasse 51  
8010 Graz  
Austria  
Phone.: +4971163348666  
Email: [welcome@g-class-experience.com](mailto:welcome@g-class-experience.com)

You can use the attached sample cancellation form for this purpose, but it is not required.

In order to comply with the cancellation period, it is sufficient that you send the notification of your exercise of the right of cancellation before the expiry of the cancellation period.

### **The consequences of cancellation**

If you cancel this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of cancellation with respect to this contract compared to the total scope of the services provided for in the contract.

## END OF THE CANCELLATION POLICY

### **3. PAYMENT DUE DATE**

- 3.1 Upon conclusion of the contract, the participation fee is immediately due in full. If the payment due date is defined according to the calendar, by missing the deadline the Customer is already in default. In this case, he shall pay TAB interest on arrears for the year in the amount of 5 percentage points above the base interest rate.
- 3.2 The Customer's obligation to pay default interest shall not preclude TAB from claiming further damages for default.
- 3.3 The Customer shall not be entitled to set off claims against TAB unless the counterclaims have been legally established or are undisputed.

### **4. RIGHT OF WITHDRAWAL AND REBOOKING**

- 4.1 TAB grants the Customer a contractual right to withdraw from the contract or rebooking the event against payment of the flat compensation rates listed below (= cancellation or rebooking fee):

from the booking of the event

- |  |             |
|--|-------------|
| (a) from 21 to 15 days before the start of the event<br>participation fee              | 10 % of the |
| (b) from 14 to 3 days before the start of the event<br>participation fee               | 80 % of the |
| (c) less than 3 days before the start of the event or no-show<br>the participation fee | 100 % of    |

The Customer reserves the right to prove that TAB has not incurred any damage or that the damage is lower than the calculated cancellation fee. In this case, the Customer shall only be obliged to pay the actual damage incurred.

- 4.2 The withdrawal or rebooking must be in writing to be effective. The above-mentioned deadlines refer to the receipt of the written declaration of withdrawal by TAB.

### **5. ELIGIBILITY TO TAKE PART**

- 5.1 Only those persons (= Participants) who have reached the age of 18 at the time of the event and are in possession of a valid driving license and who are not subject to an official driving ban are entitled to actively participate in the event.

- 5.2 Minors who have reached the age of 14 at the time of the event may participate in the event as passengers in the presence of an accompanying adult. If the minor is not accompanied by a parent or guardian, a written declaration of consent from a parent or guardian must be submitted before the start of the ride, which must also include consent to these Terms and Conditions of Business and Participation. TAB does not assume any supervisory responsibility for minors. Clause 9 of these terms and conditions of participation shall apply accordingly to participating minors.
- 5.3 The Participant is obliged to present the valid driver's license at the start of the event. Unless a valid driver's license is presented, the Participant is not entitled to participate in the event.
- 5.4 For safety reasons, the Participant must have a command of the German/English language in order to be able to follow the instructions of the instructors. If the necessary language skills are not met, the Participant is not entitled to participate in the event.
- 5.5 Only persons who do not suffer from any mental or physical infirmities that impair their ability to drive and/or participate and/or who are not under the influence of alcohol/drugs or medication for the entire duration of the event are entitled to participate. Any pregnancy must also be disclosed prior to participation. In case of violation, the Participant has no right to participate in the event.
- 5.6 Only persons whose height and weight enable them to get in and out of the vehicle independently and to fasten their seat belts properly may participate.
- 5.7 The Participant is obliged to follow staff, particularly instructor, instructions without exception. In case of violation, the Participant may be excluded from further participation in the event.
- 5.8 The Participant is advised that the event is dangerous and requires sufficient technical driving knowledge on the part of the Participants in order to be able to correctly assess all risks associated with the event, in particular driving in groups, weather conditions, ground, material and track conditions. If the Participant has any doubts about his necessary knowledge at the beginning of the event, he is obliged to report them to TAB. In case of doubt, the Participant is welcome to contact the instructors at any time.
- 5.9 The Participant is advised that hazards are possible when using off-road vehicles in the context of the particular event and the materialization of a danger may be accompanied by the risk of bodily injury, pain, trauma or death.
- 5.10 The Participant and his legal successors shall be liable in particular for any damage caused by him directly or indirectly to the inventory property, personal injury, damage to rental property as well as damage to third-party property, in particular, for example, to third-party vehicles, and hereby expressly and irrevocably waive any liability of the organizer or the installers or operators of the inventory property as well as all organizations or individuals associated with them with regard to claims of any kind whatsoever that have arisen or may arise in the future.

- 5.11 The Participant and his legal successors shall fully indemnify and hold harmless the organizer and the installers and operators of the inventory property as well as all organizations and individuals associated with them in connection with damage events caused by him and shall unconditionally reimburse any costs caused by him directly or indirectly as a result of property damage, bodily injury or death up to the statutory maximum.
- 5.12 The Participant expressly acknowledges that
- (a) TAB excludes any liability towards him as well as his legal successors for negligently caused property damage and financial loss, as well as any indirect damage and loss of profit;
  - (b) he is not entitled to any claims whatsoever against TAB in the event that he is excluded from the event for safety reasons or through his own fault, or if the event is completely cancelled, interrupted or starts late; and
  - (c) recordings of his person by the security surveillance cameras are stored and processed with computer support and, in the event of an incident, are used to clarify criminal conduct, accidents, damage and/or other comparable incidents

## **6. POSTPONEMENT OR CANCELLATION OF THE EVENT BY TAB**

- 6.1 TAB reserves the right to postpone or completely cancel the event up to 21 days prior to the start of the event due to failure to reach the minimum number of 4 participants out of the available places.
- 6.2 In the event of a cancellation, the Customer may demand participation in an event of at least equal value if TAB is in a position to offer such an event from its range of events at no additional cost to the Customer (replacement date). The Customer shall assert this right immediately after TAB's declaration of the cancellation of the event.
- 6.3 In general, the event shall take place in all weather conditions. In case of weather extremes as well as due to technical maintenance or repair work, official inspection or in cases of force majeure (e.g. war, natural disasters, epidemics) or strikes, TAB reserves the right to cancel or terminate the event at short notice for the safety of the participants. In this case, TAB will endeavor to find an alternative date.
- 6.4 If the booked event does not take place and no alternative date is agreed, the participation fee shall be refunded in full. Further claims of the Customer are excluded.

## **7. SCHEDULE OF THE EVENT**

- 7.1 The schedule of the event is offered as an example in the program. TAB reserves the right to adjust the program schedule to weather conditions or for safety reasons

7.2 In case of a significant change of substantial features of the event, the Customer is entitled to withdraw from the contract free of charge or to choose another event of equal value, provided that a substitute event can be offered.

7.3 The Participant gives his consent to

- (a) recordings of his person being supported and stored by the security surveillance camera, processed and used in the event of criminal behavior, accidents, damage and/or other comparable incidents, as well as
- (b) the making of film and/or photographic recordings in which the Participant is depicted, as well as to the recording of statement interviews with the Participant and the like on audio and/or visual media. TAB, the Mercedes-Benz AG and Mercedes-Benz G GmbH are free to use these. In particular, TAB, the Mercedes-Benz AG and Mercedes-Benz G GmbH shall have the unrestricted right, in terms of time and place, to archive, edit, reproduce, distribute, exhibit and publicly reproduce the film and photo recordings and other visual and audio recordings. The right of public reproduction includes screening rights, broadcasting rights, the right of reproduction by means of image and sound carriers, and the right to reproduce radio broadcasts. The aforementioned rights of use are granted irrespective of the means of transmission and reproduction. In particular, they include the right of use by means of electronic media, especially the Internet.

7.4 The Participant is advised

- (a) that moving away from the group on the event site is prohibited,
- (b) that a safety clearance of two meters from the fence must be maintained,
- (c) that for their own safety, the test tracks are not to be walked on,
- (d) that safety instructions and signs must be followed,
- (e) that children under 10 years of age and dogs are not allowed for safety reasons,
- (f) that there is a general ban on smoking on the entire premises with the exception of the designated smoking areas (recognizable by waste containers for tobacco products),
- (g) that filming and photography are prohibited on the entire Magna premises during site tours,

and undertakes to comply with these requirements.

7.5 The Participant undertakes to treat the vehicles with care, to observe the road traffic regulations, to adapt his driving style to the terrain conditions and to eliminate the risk of

accidents by driving carefully. Insofar as the road traffic regulations do not apply on the premises, the Participants are obligated to take the usual care of each other.

- 7.6 The Participant is obligated to follow the instruction given on the vehicle provided and not to take any action contrary to this instruction - of any kind whatsoever - during the event.
- 7.7 The Participant undertakes not to smoke or eat in the vehicles.
- 7.8 The Participant is obliged to report any damage to the vehicle or injury to persons caused during the operation of the vehicles to TAB.

## **8. INSURANCE**

- 8.1 The vehicles used for the event are covered by liability and fully comprehensive insurance. In addition, there is a motor vehicle passenger accident insurance.

The deductible to be borne by the Participant for the vehicle comprehensive and partial comprehensive insurance amounts to € 5,000.00 in the events of loss, total loss or in the event of repair (excluding signs of wear and tear caused by off-road use, stone chips and greater wear and tear).

This does not affect any further claims against the Participant, in particular in the event of grossly negligent conduct, failure to follow the instructions of the instructors or failure to comply with the statutory regulations.

The conduct of the Participant shall be attributed to the Customer.

- 8.2 It is recommended that the Customer takes out additional health, accident and private liability insurance as well as insurance to cover repatriation costs in the event of accident or illness.

## **9. LIABILITY**

- 9.1 The Participant takes part in the event and moves around the site of the G-Class Experience Centre and the training courses at their own risk.
- 9.2 TAB shall only be liable in the event of intent, gross negligence or at least negligent breach of material contractual obligations, such as those which the contract specifically intends to impose on TAB according to its content and purpose or the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the Participant regularly relies and may rely; this liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract.

The aforementioned liability limitations do not apply to damages arising from loss of life, physical injury or damage to the health of the Participant.

- 9.3 If the damage is covered by an insurance policy taken out by the Participant for the claim in question, TAB shall only be liable for any associated disadvantages incurred by the Participant, such as higher insurance premiums or interest disadvantages until the claim is settled by the insurance company.
- 9.4 TAB shall not be liable for items such as mobile phones, notebooks, cameras, watches or jewelry that are damaged, destroyed or lost during the event.

## **10. PRICES AND PAYMENT OPTIONS**

- 10.1 The prices stated for each event are binding and include the statutory VAT applicable at the time. All other prices stated are total prices.
- 10.2 There are various payment options available for the payment of events booked on the website. The online data transfer is SSL-encrypted. Detailed information about the payment options is available on the website.
- 10.3 There is no right to participate in the event without full payment of the stated event price prior to the start.

## **11. PARTICIPANT DECLARATION**

Each Participant is obligated to confirm compliance with and acceptance of the participation requirements and participation terms and conditions pursuant to Clauses 5, 7 and 8, the provided orientation, participation at their own risk as well as the limitation of liability pursuant to Clause 9 by means of a declaration of participation to be signed on site.

The Customer is obliged to ensure compliance with this obligation by each Participant.

## **12. APPLICABLE LAW AND PLACE OF JURISDICTION/FULFILMENT**

- 12.1 The exclusive place of jurisdiction for all claims arising from the business relationship with merchants shall be Stuttgart. The same place of jurisdiction shall apply if the contracting party does not have a general place of jurisdiction in Germany, moves their place of residence or habitual abode out of Germany after conclusion of the contract and their place of residence or habitual abode is not known at the time the action is brought.
- 12.2 Subject to the mandatory provisions of consumer protection law, the law in the Federal Republic of Germany applies in the event of any disputes that arise out of or as a result of this contractual relationship.
- 12.3 The place of fulfilment is Graz.

12.4 The contractual partner is

TAB different A GmbH  
Neutorgasse 51  
8010 Graz  
Austria

represented by the managing director: Sven Sperling, Daniel Merz

Local Court (*Amtsgericht*): Landesgericht für Zivilrechtssachen Graz  
USt-ID Nr.: **ATU**78826246

12.5 The contractual language is German. However, an English version is available.

12.6 The contract's remaining parts remains binding even if individual points are legally invalid. Statutory provisions, if any, shall take the place of the invalid points. However, insofar as this would represent an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

### 13. CANCELLATION TEMPLATE

<b>CANCELLATION FORM TEMPLATE</b>	
If you want to cancel the contract, please fill out this form and send it back.	
To	
TAB different A GmbH Neutorgasse 51 8010 Graz Austria Fax: +49711412977 Email: welcome@g-class-experience.com	
Hereby I/we cancel	
_____	
the contract concluded by me/us for the purchase of the following goods/provision of the following service:	
Ordered on _____	Received on _____
_____	
Name of the consumer(s)	

Address of the consumer(s)
Signature of the consumer(s) (Only for printed notifications)
Date