

**TERMS AND CONDITIONS OF**  
SEPTEMBER 2020  
**BUSINESS AND PARTICIPATION**  
**Avantgarde Gesellschaft für Kommunikation mbH**  
**(hereinafter: Avantgarde)**

AS OF:

When booking and participating in events for the G-Class Experience organised by Avantgarde, the following conditions apply:

1. Formation of the contract

- (1) The presentations for the events in the online shop do not represent binding offers.

The customer will submit a binding offer to Avantgarde to take part in the selected event on the basis of these terms and conditions of business and participation. Avantgarde will inform the customer whether the offer has been accepted or declined by sending notification of confirmation or rejection. The contract is formed once the declaration of acceptance has been received.

- (2) To submit an offer, the customer must initially click on one of the events presented on the Avantgarde website and then select the desired quantity of participants, the date and any additional services. In the further course of the ordering process, the customer has the opportunity to return to previous pages to make any necessary corrections. Once the customer has entered their personal details and payment details and accepted these terms and conditions of business and participation, they will then submit their binding offer to Avantgarde by clicking on the 'Place binding order' button. It is possible to retrieve, print and save the booking, the conditions of participation and the privacy policy in a reproducible form prior to forming the contract. The contract text and the registration data will be stored by Avantgarde, although they will no longer be accessible online once the offer has been submitted. Only the conditions of participation and the information relating to data protection can be accessed on the website.
- (3) The customer can also purchase a voucher to participate in the events. 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 with Avantgarde.

2. Consumer rights

In line with statutory provisions, the customer is entitled to a fourteen-day right of cancellation (cooling-off period) – subject to the exceptional legal circumstance detailed below – if the contract is formed by a natural person for a purpose that can neither be assigned to the commercial nor self-employed activity of the customer and the contract formed through the acceptance of Avantgarde thus represents a consumer contract within the meaning of Section 312(1) of the German Civil Code (*Bürgerliches Gesetzbuch* or BGB).

**There is no right of cancellation if the contract formed with Avantgarde for the provision of the due service states a specific date or time period (if a certain date has been specified when registering, for example).**

In the event of cancelling the event, any voucher issued will no longer be valid. It is therefore not necessary to return it. If it is returned, the customer shall be liable for any costs incurred. Invalid vouchers must be immediately destroyed 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 by clearly stating your decision to cancel this contract (e.g. in a letter sent by post, or in a fax or email).

Avantgarde Gesellschaft für Kommunikation mbH  
Atelierstr. 10  
81671 Munich  
Phone: +49 (0)711 652 000 333  
Email: [welcome@g-class-experience.com](mailto:welcome@g-class-experience.com)

You can use the attached cancellation form template, although this is not mandatory.

In order to comply with the cancellation deadline, it is sufficient for you to send us notification of your wish to cancel the contract before the cancellation period expires.

### **The consequences of cancelling the contract**

If you cancel this contract, we must reimburse all payments received from you, including any delivery costs (except for additional costs incurred if you selected a delivery method other than the least expensive type of standard delivery offered by us) without delay and no later than fourteen days after the day on which we receive notification from you about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the original transaction, unless expressly agreed otherwise; under no circumstances will you be charged as a result of this reimbursement.

If you have asked for the service to commence during the cancellation period, you must pay us a fair and reasonable amount corresponding to the proportion of the service already provided in relation to the total extent of the service detailed in the contract at the time you notified us of your decision to exercise your right to cancel this contract.

## **END OF THE CANCELLATION POLICY**

### 3. Due date for payment

The full amount for participating in the event is due for payment upon formation of the contract.

### 4. Right of withdrawal

(1) Avantgarde grants the customer a contractual right of withdrawal in return for payment of the following rates of compensation (= cancellation fee):

From the time of booking the event

- up to 28 days before the event begins 10% of the participation fee
- between 27 and 15 days before the event begins 25% of the participation fee
- between 14 days and 8 days before the event begins 30% of the participation fee
- 7 days or less before the event begins or non-attendance 90% of the participation fee

The customer is entitled to prove that Avantgarde has incurred no losses or prove that these losses amount to less than the cancellation fee charged.

(2) Withdrawal from the event requires the written form for it to be valid. The above-stated periods relate to the receipt of the written withdrawal declaration by Avantgarde.

### 5. Eligibility to take part

(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 driver's license and for whom no driving ban has been imposed by the authorities are entitled to participate actively in the event.

(2) The participant is obliged to present the valid driver's license before the start of the event. Without presentation of a valid driver's license, the participant has no right to participate in the event.

(3) For safety reasons, the participant must have a good command of the German/English language in order to follow the instructions of the instructors. Should the participant not have the necessary language skills, he/she has no claim to participate in the event.

(4) Only those persons are entitled to participate who do not suffer from any mental or physical infirmity that impairs their driving ability and/or ability to participate and/or are not under the influence of alcohol/drugs or medication during the entire duration of the event. Any pregnancy must also be reported before participation. In case of violation the participant has no right to participate in the event.

(5) Only persons whose height and weight allow them to get in and out of the vehicle independently and fasten their seat belts properly may participate.

(6) The participant is obliged to follow the instructions of the personnel, especially the instructors, without exception. In case of violation, the participant can be excluded from further participation in the event.

- (7) The participant is advised that the event is fundamentally 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. Should the participant have any doubts about his necessary knowledge at the beginning of the event, he is obliged to notify the Avantgarde. In case of doubt, the participant can always contact the instructors.

The participant is advised that the use of off-road vehicles in the context of the respective event may involve dangers and that the realization of a danger may involve the risk of bodily injury, pain, trauma or death.

#### 6. Postponement or cancellation of the event by Avantgarde

- (1) Avantgarde reserves the right to postpone or completely cancel the event up to 28 days before the start of the event due to failure to reach a minimum number of 8 of the places offered for the event.

In the event of a cancellation, the customer can ask to take part in an event of equal value, provided that Avantgarde is in a position to offer such an event at no extra charge for the customer (alternative date). The customer must assert this right immediately after receiving notification of the cancellation of the event by Avantgarde.

- (2) The event is held in any kind of weather. In the event of extreme weather conditions, preventive/corrective maintenance work, official inspections or cases of force majeure, Avantgarde reserves the right to cancel or discontinue the event at short notice in order to ensure the safety of the participants. In such cases, Avantgarde shall endeavour to arrange an alternative date.
- (3) If a booked event does not take place and no alternative date is agreed, the participation fee will be reimbursed in full. The customer is entitled to make no further claims.

#### 7. How the event is organised

- (1) The course of the event is offered as an example in the program. Avantgarde reserves the right to adapt the program sequence to weather conditions or for safety reasons.
- (2) Changes to the program sequence due to weather conditions or technical circumstances will only be made if necessary, as long as they are not substantial and do not significantly affect the overall content or the effect of the event. In the event of a significant change in the essential content of the event, the customer is entitled to withdraw from the contract free of charge or to select another equivalent event, provided that a substitute event can be offered.
- (3) The participant declares his consent to this,

- that recordings of his person by the security surveillance camera are supported and stored, processed and, if necessary, used to investigate criminal behaviour, accidents, damage and/or other comparable incidents  
and

- that film and/or photo recordings are made on which the participant is depicted, as well as statement interviews with the participant and the like are recorded on sound and/or image carriers. Avantgarde, Mercedes-Benz AG and Mercedes-Benz Gmbh are free to use them. In particular, Avantgarde, Mercedes-Benz AG and Mercedes-Benz Gmbh have the unrestricted right, in terms of time and place, to archive, process, duplicate, distribute, exhibit and publicly reproduce the film and photo recordings as well as other image and sound recordings. The right of public reproduction includes the right of presentation, the right of broadcasting, the right of reproduction by means of image and sound carriers as well as the right of reproduction of radio broadcasts. The aforementioned exploitation rights are granted independently of the means of transmission and reproduction. They include in particular the right of exploitation by means of electronic media, especially the Internet.

(4) The participant is advised of this,

- that the removal of the group on the event area is prohibited,
- that a safety distance of two meters from the fence must be maintained,
- that for your own safety the test tracks are not accessible on foot,
- that the safety instructions and signs must be followed,
- that children under 10 years and dogs are not allowed for safety reasons,
- that there is a general smoking ban on the entire premises with the exception of the designated smoking areas (recognizable by litter garbage cans for tobacco products),
- that there is a ban on filming and photographing on the entire Magna plant premises during plant tours,

and undertakes to comply with these requirements.

(5) The participant undertakes to treat the vehicles with care, to observe the regulations of road traffic, to adapt the driving style to the terrain and to eliminate the risk of accidents by driving carefully. As far as the road traffic regulations are not applicable on the premises, the participants are obliged to take the usual care for each other.

(6) The participant is obliged to follow the instructions given about the vehicle provided and not to perform any action - of whatever kind - during the event that conflicts with these instructions.

(7) The participant undertakes not to smoke or eat in the vehicles.

(8) The participant is obliged to report to Avantgarde any damage to the vehicle or injury to persons caused by the operation of the vehicles.

## 8. Insurance

- (1) The vehicles used for the event are covered by third-party and comprehensive insurance. There is also accident insurance cover for the vehicle occupants.

The excess amount to be paid by the participant for the comprehensive and third-party, fire and theft vehicle insurance is €5,000 in each case in the event of loss, a write-off or any repairs (excluded here are signs of off-road use, stone chips and more severe wear).

Further claims against the participant – especially in the event of grossly negligent conduct, failure to follow the directions of the instructors or failure to comply with legal regulations – remain unaffected.

The behaviour of the participant is assigned to the customer.

- (2) It is recommended that the customer take out additional health, accident and private third-party insurance to cover repatriation costs in the event of an accident or illness.

## 9. Liability

- (1) The participant takes part in the event and travels around the site of the G-Class Experience Centre and the training course at their own risk.
- (2) Avantgarde shall only be liable in cases of intent, gross negligence or at the very least for the negligent breach of fundamental contractual obligations, such as those that the content and purpose of the contract imposes on Avantgarde or whose fulfilment is necessary for the proper execution of the contract in the first place and on whose compliance the participant may regularly rely; this liability is limited to the amount of the damage foreseeable at the time of the formation 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.

- (3) If the damage is covered by an insurance policy taken out by the participant for the claim in question, Avantgarde 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.
- (4) Avantgarde shall not be liable for items such as mobile phones, notebooks, cameras, watches or jewellery that is damaged, destroyed or lost during the event.

#### 10. Prices and payment options

- (1) The individual prices stated for the event are binding and include VAT. All other stated prices are total prices.
- (2) Various payment options are available when paying for the events booked on the website. Online data transfer is SSL-encrypted. You will find detailed information about payment options on the website.
- (3) There is no entitlement to participate in the event unless the stated price has been paid in full.

#### 11. Participant declaration

Each participant is obliged to confirm compliance with and acceptance of the terms and conditions of participation as per sections 5, 7, and 8, acknowledge the instructions received and the fact that taking part is at the participant's own risk and accept the liability limitation as per section 9 by signing a participation declaration on the day.

The customer is obliged to ensure that this obligation is adhered to by each participant.

#### 12. Applicable law and place of jurisdiction/fulfilment

- (1) The sole place of jurisdiction for all claims arising out of the business relationship with businesspeople is Munich. The same place of jurisdiction applies when the contractual partner does not have a general domestic place of jurisdiction, moves their domicile or main residence abroad after the contract has been formed and their domicile or main residence is unknown at the time of the institution of legal proceedings.
- (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.

(3) The place of fulfilment is Graz.

(4) The contractual partner is

Avantgarde Gesellschaft für Kommunikation mbH  
Atelierstraße 10  
81671 Munich

represented by the managing directors: Alexander Böttcher, Guido Emmerich,  
Robert Müller and Martin Schnaack

Munich district court, HRB 76681  
VAT ID No.: DE 129293741

(5) The contractual language is German. However, an English version is available.

#### 13. Cancellation template

**CANCELLATION FORM TEMPLATE**

If you wish to cancel the contract, please complete this form and return it to us.

To  
Avantgarde Gesellschaft für Kommunikation mbH  
Atelierstr. 10  
81671 Munich  
Fax: +49 (0)711 652 000 333  
Email: [welcome@g-class-experience.com](mailto:welcome@g-class-experience.com)

I/we,

.....,

hereby cancel  
the contract formed by me/us for the sale 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 if sent in paper form)

.....

Date