

General terms and conditions of AUDI AG for the driver training and experience events of Audi driving experience

Participation in the driver training/driver experiences offered by AUDI AG (hereinafter "Organiser") within the scope of the Audi driving experience shall take place under the following conditions:

§ 1 Registration

1. Registration is binding within the scope of legal provisions (§§ 145 to 147 German Civil Code (BGB)). In sending the reservation form (Registration), the Registrant offers the Organiser a binding conclusion of the Agreement. The Agreement is effective upon Registrant's receipt of the Organiser's written reservation confirmation.
2. Should the content of the reservation confirmation differ from that in the registration, the Organiser shall expressly inform the Registrant thereof in the reservation confirmation. The Organiser is bound to this new offer for 10 days. The Agreement shall become effective based on this new offer, should the Registrant accept the Organiser's offer within 10 days.
3. The remittee of the event documents is obligated to immediately review the documents received for correctness (name, event dates, place of event, etc.) and to notify immediately in the case of error.
4. The remittee of the event documents is to promptly inform the Organiser if it has not received the event documents from the Organiser, at the latest five days prior to the start of the event or departure.
5. The confirmed event date is binding.

§ 2 Organisation/Conditions for Implementation

1. Participants registered as drivers must have a valid driving license for the operation of passenger vehicles at the time of the event. The driver agrees to allow the Organiser to inspect his driving license prior to the start of the event. Generally, the minimum age is 18 years for participation in the events offered. The aforementioned minimum age can differ in seminars that are explicitly designated as such. For trips on public roads, the Participant must be at least 23 years of age at the time of the event or be accompanied by someone at least 23 years of age during the entire drive. Should the driver fail to meet the conditions for participants at the time of the event, the Organiser is entitled to cancel this Agreement. In this case § 9 Para. 1 of these General Terms and Conditions shall apply accordingly.
2. Should the driver have his license revoked prior to the event, the driver agrees to immediately inform the Organiser thereof. In such a case the Organiser is entitled to cancel the Agreement. In this case § 9 Para. 1 of these General Terms and Conditions shall apply accordingly.
3. The vehicles in the scope of the events shall generally be provided by the Organiser. There is no claim to a specific vehicle. The confirmation of a reserved vehicle type shall take place subject to the availability of this vehicle type. The Organiser is entitled to provide the participant with a nearly equivalent vehicle. If not otherwise stated, the vehicles shall generally be occupied at the events by 2 persons per vehicle.

§ 3 Payment

of the event price is due upon receipt of the registration confirmation and to be paid in full 8 weeks in advance of the start of the event at the latest (immediately for reservations within 8 weeks of the start of the event). Should the event price not be paid in full 4 weeks prior to the start of the event, the Organiser is entitled to cancel the contract and demand damages amounting to 50% of the event price, provided there was no deficiency entitling to cancellation already at this point. The Registrant is free to demonstrate that the Organiser did not incur damages or incurred only slight damages. In such cases, the participant is not entitled to assert any claims against the Organiser.

§ 4 Performance and Modifications

1. The services and prices that are agreed to by contract arise from the Organiser's performance specifications if they have formed the basis of the Agreement and from the tasks referred to in the reservation confirmation if they have formed the basis of the Agreement.
2. Insofar as the Registrant for reasons it is responsible for does not make use of individual services for which it has paid, the Organiser can only provide a partial refund if the service provider issues a note of credit; it will not do so, however, if it involves completely insignificant services.
3. Modifications of or deviations from individual event services in this Agreement that become necessary following the conclusion of this Agreement and were not brought about by the Organiser in bad faith, are permitted without the Registrant's agreement only if the modifications or deviations are not significant and do not affect the overall arrangement of the reserved event.
4. Possible warranty claims shall remain unaffected insofar as the services modified are free of defect. The Organiser agrees to inform the Registrant immediately regarding changes or deviations in services. Should there be substantial changes or deviations in services which alter the character of the event, the Organiser shall offer the Registrant complimentary rebooking or a rescission free of charge.

§ 5 Registrant's Casualty Insurance and Liability

1. The Organiser shall take out casualty insurance to cover the risk of accident for participants arising within the scope of the events (coverage for death and disability). The casualty insurance is included in the registration fee.
2. In the event that the Registrant or Participant is responsible for damage to the vehicles provided by the Organiser, the Registrant is required to reimburse the Organiser up to € 5,000.00. The Registrant is permitted to furnish evidence that no damage or depreciation has occurred, or that the amount of any such damage or depreciation is significantly lower than claimed. The Organiser can release the Participant from this obligation if the damage or loss has occurred in a driving exercise during which the Participant has demonstrably followed the instructor's directions. In the event of intentional or grossly negligent conduct on the part of the Participant, the Participant is liable for any and all damages and/or losses caused by him/her. There is comprehensive insurance for trips on public roads within the scope of the Audi tour experience and brand experience. The Registrant shall pay a deductible of € 1,000.00 per claim for damages.

§ 6 Liability

1. The Organiser, its legal representatives and vicarious agents are liable for damages to the participant only insofar as these damages were caused intentionally by or through the gross negligence of the Organiser, its legal representatives or vicarious agents. The above limitation of liability does not apply to damages to the participant arising from injury to life, body or health.
2. Deviating from § 6 Para. 1 is the contractual liability of the Organiser for events within the meaning of § 651 a of the German Civil Code (BGB) (travel) for compensation for non-bodily injuries, limited in total to three times the travel price, insofar as the damage to the traveller is due neither to intent nor gross negligence on the part of the travel organiser. The limitation in liability to three times the travel price also applies insofar as the travel organiser is responsible for damages affecting the traveller only due to the fault of a service provider. Should an international agreement or legal regulations based thereon apply to a service to be rendered by the service provider, according to which a claim to damages can only become valid under certain conditions or limitations, the Organiser may invoke such agreement or regulations.
3. In the event of a defect, the participant can, regardless of the decrease in price (reduction) or cancellation, demand compensation, unless the defect in the event is based on a circumstance for which the Organiser is not responsible.
4. The Borrower may only transfer use of the vehicle to third parties within the context of the subject matter of the agreement and only after first obtaining the express prior consent of AUDI AG. It is prohibited from leasing the vehicle to anyone else. The Participant/Driver is aware that the insurance coverage under § 5 Para. 1 does not apply in the case that the Participant/Driver transfers a vehicle granted to him to a driver not approved by the Organiser.

§ 7 Withdrawal by the applicant (Cancellation)

1. The Registrant is entitled to rescind the Agreement at any time.
2. Should the Registrant rescind the Agreement or should Registrant or third parties registered thereby fail to take part in the event, the Organiser can demand compensation for the affected provisions and for its costs. In calculating compensation, generally possible other uses for the contractual performances are to be taken into consideration. The Organiser can estimate the compensation claim according to the proximity in time of the rescission to the event start as provided in the Agreement by using a percentage of the price:
 - a. from reservation to 56 days prior to the start of the event: 10% of the event price, but at least €50.00
 - b. from 55 days prior to the start of the event: 50% of the event price
 - c. from 5 days prior to the event or failure to show without notice: 100% of the event price.The Registrant is free to demonstrate that the Organiser did not incur damages or incurred only slight damages. The rescission must be in writing. The timeliness of the rescission within the aforementioned deadlines shall be determined by its receipt by the Organiser.
3. The Organiser is entitled to add the amount determined under Para. 2 to the event prices already paid. Apart from this, event prices already paid shall be refunded to the Registrant.

§ 8 Termination, Withdrawal by the Organiser

1. The Organiser can terminate without notice following the start of the event if the execution of the event is severely interrupted by the participant or a third party accompanying the participant despite a corresponding warning by the Organiser or if the participant behaves in some other way contrary to the Agreement so that the Organiser could not reasonably adhere to the Agreement. The Organiser expressly points out in this context that the Participants are to behave in a disciplined manner and follow the directions of the Organiser's instructors within the scope of the driver training/driver experience included in the events. An absolute ban on alcohol (0.0 alcohol level) and drugs applies during the driver training/driver experience, as well as a ban on other intoxicating substances that impair or could impair the ability to drive. The Registrant is to ensure compliance with these guidelines. In these cases of termination, the Organiser shall retain the claim to the event price. However, it must deduct the value of expenses saved as well as those benefits gained from another utilisation of services not used, including potential refunds through the service provider. In these cases, the Registrant or participant himself bears the potential additional costs for returns. The Registrant or Participant also bears the burden of proof that the Organiser saved more in costs than what was refunded or had fewer additional charges for returns than what was claimed.
2. The Organiser can withdraw up to 30 days prior to the start of the event:
 - if an explicitly written minimum number of participants has not been realised. As a matter of course, insofar as this becomes apparent at an earlier point in time, the Organiser shall inform the participant that the minimum number of participants cannot be realised.
 - if, after exhausting all possibilities and considering all interests, it is not reasonable to perform the event. The Organiser does not have a right of withdrawal if it is responsible for the circumstances making it unreasonable (e.g. miscalculation) or if it cannot verify these circumstances. The rescission notice shall be provided to the Participant without delay. In the case of cancellation the Organiser shall refund the price to the Registrant. Further claims of the Registrant and/or Participant are precluded.

§ 9 Exceptional Circumstances

1. Should the event be significantly impeded, endangered or compromised at the conclusion of the Agreement due to an unforeseeable force majeure (e.g. war, internal unrest, strike, natural catastrophes), the Registrant as well as the Organiser may cancel this Agreement. The Organiser shall then return the price paid without delay, but can demand compensation for services rendered or services still to be rendered at the termination of the event.
2. Should the termination take place after the start of the event, the Organiser is obligated to take necessary measures, especially to transport the Participants back, in the case that this has been provided in the contract. The additional costs for return transport shall be borne equally by the parties, other additional costs are to be borne by the Registrant or Participant.

§ 10 Exclusion of Claims, Limitation Period in the Scope of Events within the Meaning of § 651 a (Travel)

1. The Participant shall have within a month after the return date provided by the contract to assert claims to the Organiser, AUDI AG, 85045 Ingolstadt, for failure to provide services contractually agreed upon. After the deadline, the Participant can only make valid claims if he was prevented from meeting the deadline by no fault of his own.
2. The traveller's contractual claims shall be time-barred 1 year after the end of the trip as provided in the Agreement. This does not apply to the traveller's claims arising from an injury to life, limb or health or to other claims originating from an intentional or grossly negligent act of the Organiser and/or its legal representatives or vicarious agents. The time limitation is suspended until the day on which the Organiser rejects in writing the claims made valid by the Participant. Claims stemming from tortious liability shall be time-barred in three years.

§ 11 Miscellaneous

1. The Registrant or Participant is himself responsible for compliance with passport, visa and health regulations for the respective country in which the event takes place. All detriments stemming from non-compliance are at the expense of the Registrant or Participant.
2. Customs and currency regulations are very strictly dealt with in various countries. The Participant should inform himself accurately and always follow the regulations.
3. The same applies for observing any conditions of the service provider (e.g. terms of transportation, maximum baggage allowances for airlines, etc.) about which the Organiser has informed the Registrant.

§ 12 Severability

The invalidity of individual provisions of the contract does not result in the invalidity of the entire contract. The same applies to the present travel conditions.

§ 13 Written Form

Written form is required for this Agreement. Oral declarations shall not be valid. Any amendments or additions to this contract must be made in writing.

§ 14 Venue/Applicable Law

1. The venue of all current and future claims stemming from the business relationship for merchants, for persons who have no general place of jurisdiction in Germany, as well as for persons who, following the conclusion of this Agreement, have relocated their domicile or habitual residence outside of the country or whose domicile or habitual residence is not known at the time of the claim being filed, as well as for passive lawsuits involving these is Ingolstadt, Germany.
2. Disputes arising from or in connection with this Agreement are exclusively subject to the laws of the Federal Republic of Germany.

§ 15 Information according to Section 36 of the Consumer Dispute Resolution Act (VSBG)

AUDI AG does not commit to nor is it obliged to participate in the alternative dispute resolution for consumer disputes in front of a consumer dispute resolution entity.