



GENERAL TERMS AND CONDITIONS

VERSION: 02.04.2020

Nürburgring Driving Academy – Nürburgring 1927 GmbH & Co. KG

1. Scope

Registration and participation in the trainings and courses organized by Nürburgring 1927 GmbH & Co. KG, hereafter referred to as NG, are subject to the following conditions. These conditions apply exclusively. Other conditions contrary to or diverging from our conditions shall only apply if they have been expressly recognized and approved in writing by NG.

2. Registration

The participant/applicant, by submitting his/her registration, recognizes the applicability of the following conditions. The agreement shall come into force with the written confirmation on the part of NG. Those prices shall apply that are contained in the NG price list which is valid at the time of registration. Amendments or agreements additional to the services described require an explicit written agreement with NG.

3. Services/Prerequisites

The NG services comprise the execution of the training according to the offer and/or agreement as well as the theoretical and practical parts of the course as set out in the course program and/or course plan. For courses on safe driving/car driver training courses, participants must be in possession of a valid driving license (Class B), this must be shown of the training organization on side. The courses executed by NG are not intended to enable the achievement of top speeds but rather to achieve improved driving ability. For participation in the courses the participants must be minimum 18 years old. Participants of formula courses with a height of 1.95 m and taller, a body weight of more than 115 kg and shoe size more than 47 must contact NG in advance to verify the possibility of taking part. In case of the co-pilot rides they need to contact NG with a height of 1.95 m and taller and a body weight of more than 115 kg. The trainings are conducted basically in German and / or English. Other languages can be obtained from NG.

Before the training course on the Nordschleife, the participant will be given a transponder and a radio. After completion of the course, the provided transponder and the radio of the Nürburgring Driving Academy are to be returned. In case of loss or damage the participant is to bear the corresponding costs.

4. Insurance

NG shall take out an accident risk insurance to cover the risks involved for the participant in the training/course with the following coverage:

death 15,000.00 €

Invalidity 30,000.00 €

In addition, there is a liability insurance against third-party damages during the training/course with the following coverage:

Personal injury 1,500,000.00 €

material damage 50,000.00 €

financial losses 50.0 50,000.00 €

The insurance covers only the maximum amounts stated and only in the case of inadvertent carelessness. Cases of gross negligence, deliberate intent or amounts exceeding the maximum stated amounts are not covered by the insurance.

5. Liability Limitation

a) NG shall be liable to fulfil its contractual obligations. With the exception of typical service liabilities, this liability shall be confined to performance deficiencies attributable to deliberate intent or gross negligence on the part of NG, this limitation does not apply in the case of injury to life, limb or health caused by deliberate or negligent breach of obligations, also on the part of a legal representative or performing agent of the persons affected by this liability limitation. Moreover, the customer shall be obliged to notify NG well in advance in the training that reasons to expect extraordinary damage should emerge.

b) Services or performance explicitly described in the offer as those to be rendered by third parties or other companies commissioned by NG do not fall under the liability of NG. In the training of the commissioning of third parties, NG shall assume no liability for errors or omissions unless these are caused by deliberate intent or gross negligence.

c) This exclusion of liability shall also apply in favor of the company Nürburgring GmbH & Co. KG, of the DMSB, the ADAC, the ADAC regional clubs authorities and other persons connected with the organization of the training/course.

6. Safety regulations

During the entire duration of the training/course, the officials appointed by NG shall be entitled to issue instructions to the participants. NG expressly points out that the participants at all times during the training/course shall behave in an extremely disciplined manner and shall follow the orders and instructions of the instructor. For reasons of safety, participants shall be forbidden to overtake during the entire training/course.

Exceptions to this rule in the case of the respective individual practice exercises shall be governed by explicit instructions issued by the responsible instructor appointed by NG. It shall be absolutely mandatory for all participants to fasten their seatbelts. Participants shall only be allowed to enter and remain in the safety zones designated by the instructor. During the entire training/course, alcohol is absolutely forbidden (0,0 per mill).

Intoxicated participants are excluded from the training. Adherence to these rules is absolutely indispensable for guaranteeing safety. In the training of violation of said rules, NG shall be entitled to exclude participants from any further participation in the training/course without advance warning.

In this case, there shall be no reimbursement of payments for the training or of the course fees. Participants shall be held liable for any personal injuries, material damage or financial losses sustained by NG resulting from non-adherence of the participants to the aforesaid regulations. For participation in the training course, it is necessary to be in good physical condition. All participants shall affirm that they are not aware of suffering from any health disorders, including nervous or metal disorders.



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7. Photographs and Video Recordings

NG shall be entitled to publish any photographs taken or video recordings made by participants. Participants automatically confirm their consent to this provision by signing the registration form/safety regulations.

8. Terms of Payment

The contractual partner (b2b training) and organizers shall pay 50% of the order amount which shall be invoiced on confirmation of the order by NG and the remaining amount shall be paid against invoice on completion of the training. In the case of individual registrations, an advance payment of 100% of the course fees shall be due immediately.

NG shall be entitled to refuse performance and demand compensation for non fulfillment from the applicant/participant in the training that the latter remains in arrears with this payment after a reasonable period of grace. In the case of credit notes, the course fees are due for payment in full on receipt of the credit note by direct debit, credit card or advanced bank transfer. When cashed the voucher will get shipped. Credit notes entitle the holder to participate in the course only when the course fees have been paid in full and in good time by the applicant. Credit notes are valid under the conditions applicable at the time of issue for a period of three years. Credit notes cannot be paid out in cash. The sale of credit notes at an increased price is not permissible.

9. Cancellation/Changed Bookings prior to Course Begin

Cancellation fees amount to:

50 % of the order amount on return of credit notes.

10% of the order amount in the case of cancellations until 6 months prior to the training

30% of the order amount in the case of cancellations until 3 months prior to the training

60% of the order amount in the case of cancellations until 2 months prior to the training

90 % of the order amount in the case of cancellations until 1 month prior to the training

100 % of the order amount in the case of cancellations from 1 month prior to the training and/or date of course or if participant fails to appear.

Cancellations must be in writing to be legally effective. The aforesaid deadlines refer to the date on which notification of cancellation is received by NG. NG shall be entitled to offset cancellation fees against already paid course fees. Surplus amounts shall be reimbursed. In lieu of cancellation, participants shall be entitled to transfer their right to participate to an eligible substitute participant. Changing the dates of a booking is only possible by cancellation of the participation agreement and re-registration.

The aforesaid regulations shall apply accordingly if NG refuses to fulfil the participation agreement and demands compensation in the training that no payment has been made by the applicant/participant after having been granted a reasonable period of grace. The applicant/participant shall remain entitled to prove lower or non-existent damages.

Payments shall be rendered without deductions and without bank charges.

10. Travel Insurance against Cancellation Costs

The course fees do not include insurance against travel cancellation costs. NG recommends that individual customers should take out such an insurance; This must be done, however, at the latest within 8 days of receiving confirmation of registration/booking of an training date, but in any case before the beginning of the course. NG shall not be involved in insurance claims cases of this nature.

11. Abandonment, Modification and/or Cancellation of a Course

NG reserves the right to postpone the course or cancel it completely in advance on the grounds of important reasons. These include postponements of public training. In such training, the course fees shall be reimbursed unless the participant decides to take part at a later, alternative, date. NG shall be entitled to change the course program at short notice for important reasons (e.g. inclement weather conditions). Or exchange the vehicles to be used (e.g. for co-pilot rides). In such cases, the applicant/participant shall not be entitled to any reimbursement of the course fees.

In the training that a course already began has to be abandoned for important reason, the course fees shall be reimbursed proportionately.

Further claims beyond this on the part of the applicant/participant as well as other third parties are excluded.

12. Registrations Carried out by Third Parties

Should registration be carried out by persons other than the participants themselves, the registering party shall be responsible for ensuring that the participant has been fully informed in regard to the conditions for attending the course. The registering party shall be held liable in the training of any breaches of obligations on the part of the participant that may lead to the participant being excluded from further participation in the course.

13. Miscellaneous

Data, provided by the registering party or the participant will be stored and processed in the NG database. In the training that individual provisions of this participation agreement should be ineffective, the effectiveness of the participation agreement as a whole shall remain unaffected. The publication of new general terms and conditions (GTC) and price lists shall supersede all previous publications, which shall then become invalid. The place of jurisdiction is Koblenz. This agreement is exclusively subject to German law.