



# **GENERAL TERMS AND CONDITIONS FOR THE SALE OF SINGLE TICKETS LAST EDIT: SEPTEMBER 2017**

## **Nürburgring 1927 GmbH & Co. KG**

### **1. Payment of admission tickets**

The total amount due for admission tickets shall be paid in full at the time respective reservations are made. Admission ticket prices in EUR include dues plus postage and processing fees.

### **2. Cancellation or change of booking by the customer**

The return of admission tickets or changes to ticket reservations shall not be possible. Any admission ticket not accepted or completely paid for shall remain in the possession of Nürburgring 1927 GmbH & Co. KG for alternative use pursuant to Article 3.

### **3. Cancellation by Nürburgring 1927 GmbH & Co. KG**

Nürburgring 1927 GmbH & Co. KG shall also have the right to rescind from the contract for reasons that are factually justified, for instance in the event of – force majeure or any other circumstances beyond Nürburgring 1927 GmbH & Co. KG control that make the fulfillment of the contract impossible. Nürburgring 1927 GmbH & Co. KG shall undertake to notify the customer of the execution of the right to rescind immediately. In the event of a rescission, the customer shall not be entitled to any damage compensation from Nürburgring 1927 GmbH & Co. KG.

### **4. Reversal**

Nürburgring 1927 GmbH & Co. KG reserves the right to cancel orders for a fee, regardless of any redress entitlements it might have against the customer for non-fulfillment, if the total invoice amount for the admission tickets is not paid in full within 14 calendar days as of the reservation date. Unpaid or not fully paid admission tickets shall remain in the possession of Nürburgring 1927 GmbH & Co. KG. If such admission tickets can be sold to third parties, the customer shall be credited the actual sales revenues minus a lump sum processing fee in the amount of € 50.- and said credit shall be deducted from the cancellation fees. This clause shall not apply to all-inclusive travel arrangements.

### **5. Handover of tickets**

Admission tickets shall be sent to the customer as soon as full payment has been made. Nürburgring 1927 GmbH & Co. KG reserves the right to hand out the admission cards at a place and time defined by Nürburgring 1927 GmbH & Co. KG.

### **6. Price alteration**

Nürburgring 1927 GmbH & Co. KG reserves the right to adjust promoted prices that have been confirmed upon reservation of the admission tickets in the event that the prices should have been increased by the event organiser until up to one month prior to the event and equivalent to said increase.

### **7. Delivery of the tickets**

The admission tickets shall be delivered by Nürburgring 1927 GmbH & Co. KG. In the event that admission tickets that Nürburgring 1927 GmbH & Co. KG has confirmed to the customer should not be available for reasons beyond Nürburgring 1927 GmbH & Co. KG control, Nürburgring 1927 GmbH & Co. KG reserves the right to provide the customer with admission tickets of equal value.

### **8. Ownership of the tickets**

All admission cards shall remain the property of Nürburgring 1927 GmbH & Co. KG until they have been paid in full.

### **9. Acceptance of the visitor regulations of the Nürburgring 1927 GmbH & Co. KG**

The purchase of an admission ticket for Nürburgring 1927 GmbH & Co. KG motorsport complex (hereinafter referred to as complex) for an event in the complex (hereinafter referred to as event) entails acceptance of the Nürburgring 1927 GmbH & Co. KG spectator rules, based upon which Nürburgring 1927 GmbH & Co. KG grants admission to the complex and event.

### **10. Final provisions**

The law of the Federal Republic of Germany applies. The sole place of jurisdiction – including for claims pertaining to disputes over checks and bank drafts – shall be the domicile of Nürburgring 1927 GmbH & Co. KG for all commercial transactions. For consumers who do not conclude the contract for professional or commercial purposes, this choice of law only applies if the protection granted is not revoked by mandatory regulations of the law of the state in which the consumer normally resides. If the customer is an entrepreneur, a legal person under public law or a special asset under public law, the exclusive place of jurisdiction for all disputes arising from the contract is our registered office. The same applies if the customer does not have a general place of jurisdiction in Germany or his home address or usual place of residence is not known at the time of commencement of proceedings. If individual provisions in the contract with the customer including these general terms and conditions should be or become ineffective in whole or in part, the validity of the remaining conditions shall not be affected by this. The provision which is ineffective in whole or in part is to be replaced by a provision whose economic outcome is closest to that of the ineffective provision.