

IMPORTANT INFORMATION

The following information is required to be disclosed under NSW Fair Trading Legislation to all participants based in New South Wales.

Do you need to sign an Exclusion of Liability to participate in the Event?

Yes, participation in an Event will not be permitted unless you sign the Event Organiser's Exclusion of Liability at or before the Event. For further information see clause 23 of these terms and conditions.

Is PRGA entitled to use your personal information or image?

Yes, by participating in the Event, you grant PRGA and participating Official Porsche Centres the right to use your name, likeness, image and voice in any media for an unlimited period without remuneration in relation to the Event or for the purpose of promoting any of the PRGA's events or products. For further information see clause 25 of these terms and conditions.

Is our liability excluded or limited?

Yes. Should the Event be cancelled, shortened, altered or interrupted PRGA, will not have any liability to you arising out of such cancellation, alteration or interruption, including any travel and accommodation expenses you may have incurred, unless required by law (including under the Australian Consumer Law).

For more information see clauses 8-10 of these terms and conditions.

Are you entitled to a refund in respect of the fees if you cancel or reschedule your booking for an Event?

Due to the nature of the Event, cancelled bookings may incur supplier fees, which can be up to 90% of the cost of the participation fee, regardless of whether the Event has commenced. Organiser fees may also apply where a booking is changed and when tickets or documents are reissued. Where we incur any liability for a supplier cancellation fee for any booking, which you change or cancel, you agree to indemnify us for the amount of that fee.

For more information and details of the cancellation fees see clause 19 of these terms and conditions.

Is your personal information disclosed to third parties?

Yes, your personal information is disclosed to the Event Organiser and third party service providers who assist in providing the services under these terms and conditions. Your personal information may also be disclosed where required by law or shared with PAG and other entities within the Porsche corporate group (which may be located in Australia and overseas).

For more information see clause 21 of these terms and conditions.

Terms and Conditions

1. Please read the following terms and conditions carefully as they apply to any booking you make. You must not make any booking unless you understand and agree with the following terms and conditions. By making a booking, you agree to be bound by these terms and conditions. References to "PRGA", "us", "we" and/or "our" in these booking terms and conditions shall mean Porsche Retail Group Australia Pty Ltd.
2. We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions.
3. The Porsche Ice Experience events in Finland, including Ice Performance, Ice Force and Ice Force Pro (collectively the "Event") are for five days and include: (a) three days of driving; (b) four nights' accommodation; (c) with breakfast, dinner, and lunch on three days; (d) driver training in selected Porsche models (two active drivers per vehicle). Please note that any accompanying guests do not take part in the driving program and are not authorised to be at the Porsche Driving Area Levi circuit on the driving days.
4. The Event is organised by AVANTGARDE Experiences GmbH ("Event Organiser"). Pursuant to an agreement between the Event Organiser and Dr. Ing h.c.F. Porsche AG ("PAG"), the Event Organiser is entitled to stage the Event.
5. **Agency:** We act as an agent for, and sell event packages as agent on behalf of, the Event Organiser. Any services we provide to you are

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collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) make event bookings on your behalf and to arrange relevant contracts between you and any event service providers. We exercise care in the selection of reputable service providers, but we have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. Your legal rights in connection with the provision of event packages and services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any event package provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

6. Each Event ticket is sold subject to any additional terms and conditions of the Event Organiser ("Event Organiser's Terms"). We strongly recommend that you read and understand the Event Organiser's Terms which can be found attached to these terms and conditions and marked **Attachment A**. By making a booking you hereby agree to be bound by the Event Organiser's Terms.

7. **Additional Event Organiser Terms & Conditions:** To the extent of any inconsistency between our terms and conditions and those of the Event Organiser, our terms and conditions will prevail as between you and us.

8. **Liability:** To the extent permitted by law, neither PRGA nor any of its related bodies corporate, directors, employees, contractors or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure (being an act of God, war, disease, epidemic, pandemic, natural disaster) or any other event which is beyond our control.

9. Except to the extent stated herein, all claims in connection with the Event are the responsibility of the Event Organiser and/or third parties. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law).

10. The liability clauses are subject to your rights under the Australia Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

11. **Refunds, exchanges & replacements:** PRGA will only offer a refund or exchange of a booking if the Event is cancelled, rescheduled or significantly relocated by the Event Organiser (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time. PRGA does not offer refunds or exchanges as a result of a change in your and/or any guest's personal circumstances.

12. If the Event is cancelled, rescheduled or significantly relocated by the Event Organiser, all liability is limited to the amount for which the Event ticket was purchased (including any fees or charges). Proof of purchase may be required for any refund or exchange. Unless required by law (including the Australian Consumer Law), neither PRGA nor the Event Organiser will be liable for any other losses incurred by you as a result of the cancellation, rescheduling or relocation of an event, including any travel and accommodation expenses.

13. **Variation to Events:** Given the nature of the Event, PRGA reserves the right to add, withdraw, reschedule or substitute events and/or vary advertised programs, prices and venues.

14. **Passports & Visas:** All travellers must have a valid passport for international travel. We will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits, which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please contact the Department of Foreign Affairs and Trade ("DFAT") on 131 232 and see <https://www.dfat.gov.au/travel/visas/visas-for-australians-travelling-overseas>. We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

15. **Travel Insurance & Advice:** We strongly recommend that you take out appropriate travel and personal insurance to cover all your travel arrangements (e.g. flights, accommodation and medical etc.).

16. Insurance is your sole responsibility. For details of the insurance cover included for you by the Event Organiser see the Insurance Documents attached to these terms and conditions and marked **Attachment B**.

17. We recommend that you contact the DFAT and visit their website at www.smarttraveller.gov.au for general travel advice, as well as specific advice (eg: safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.

18. **Health:** You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit may also available be from DFAT and at www.smarttraveller.gov.au.

19. **Cancellation Fees:** Given the nature of the Event cancelled bookings may also incur supplier fees, which can be up to 90% of the cost of the participation fee, regardless of whether the Event has commenced. Organiser fees may also apply where a booking is changed and when tickets or documents are reissued. Where we incur any liability for a supplier cancellation fee for any booking, which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the Event Organiser, we will not provide a refund to you until we receive the funds from that Event Organiser. Given the nature of the Event, cancellation fees are as follows:

- For cancellations up to the 120th day before the start of the event, 25% of the participation price,
- from the 119th day before the start of the event, 50% of the participation price,
- from the 50th day before the start of the event, 80% of the participation price,
- from the 7th day before the start of the event, 95% of the participation price,
- from the 3rd day before the start of the event or non-attendance at the event, 100% of the participation price.

20. **Conditions of Event Participation:** Admission to an event is subject to the Event Organiser's Terms and Conditions. In particular, the following terms are binding on you unless otherwise specified:

(a) you must be over 18 year of age; (b) you must produce a valid Australian drivers licence, passport and credit card; (c) you may be denied entry into, or removed from, an event where the Event Organiser has reasonable grounds to do so, including if you breach these terms and conditions or the Event Organiser's Terms, or you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the event by others; (d) if you arrive late, you may not be allowed to participate until a suitable break in the event; and (e) you must comply with any relevant prerequisites for the Event, namely:

- for Ice Force, you must first complete Ice Performance; and
- for Ice Force Pro, you must first complete Ice Force.

21. **Privacy:** We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online at <https://dealer.porsche.com/au/melbourne/en-AU/Privacy-policy> and <https://dealer.porsche.com/au/sydneysouth/en-AU/Privacy-policy>. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. Given the nature of the Event, you agree that we are permitted to disclose your personal information to overseas recipients. Such recipients will include the Event Organiser and others providing services connected with the Event. These service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of Australia. Generally, we will only disclose your personal information to these persons in connection with facilitation of your booking and/or to enable the performance of administrative and technical services by them on our behalf. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

22. **Jurisdiction:** If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

23. **Vehicle Hire Contract, Exclusion of Liability and Consent Forms:** Participation in any Event will not be permitted unless the participant first completes and signs the following documents which are required by the Event Organiser:

- Vehicle Hire Contract attached to these terms and conditions and marked **Attachment C**;
- Exclusion of Liability attached to these terms and conditions and marked **Attachment D**; and
- Consent Forms attached to these terms and conditions and marked **Attachment E**.

Please note, the amount of insurance excess payable under the Vehicle Organiser's insurance policies depends on the event:
Ice Performance - 5,000 Euro, Ice Force/Pro - 10,000 Euro, but please read the Event Organiser's Terms in full.

24. **Costs & Expenses:** Unless otherwise stated, participants and guests are responsible for paying all costs and expenses associated with the Event including but not limited to transport, flights, insurance, transfers, in-room purchases and spending money (as applicable).

25. **Photographs and/or videos:** photos and videos will be taken during the event. By participating in the event, you grant PRGA and participating Official Porsche Centres the right to use your name, likeness, image and/or voice (including photograph, film or other recording) in any media for an unlimited period without remuneration for the purpose of promoting any of our events and/or products. This might include using them in printed and online publicity and social media.

26. **Assignment:** You must not novate or assign any of your rights under these terms to a third party.

I acknowledge that I have read, understood and accept (a) the above terms and conditions; (b) the Event Organiser's Terms; (c) PRGA's Privacy Policy; (d) the Insurance Information; (e) Vehicle Hire Contract; (f) Exclusion of Liability; and (g) Consent Forms.

Warning about unsafe senders! Please be careful and only trust emails from the following senders: website@porschemail.avantgarde.de, info.porscheexperience@avantgarde.de, porschetrackexperience@manthey-racing.de and newsletter@news.porscheexperience.de. Please report suspicious activity immediately to us.



Menu

General Terms and Conditions AVANTGARDE Experiences GmbH

A. Preamble

The tour operator and your contractual partner is exclusively AVANTGARDE Experiences GmbH. Due to an agreement with Dr. Ing. h.c. F. Porsche AG, AVANTGARDE Experiences GmbH (hereinafter 'AVANTGARDE Experiences') is entitled to provide specific services under the names **Porsche Travel Experience** and **Porsche Ice Experience**. Your registration does not create a contractual relationship between you and Dr. Ing. h.c. F. Porsche AG.

As a tour operator, AVANTGARDE Experiences offers the event programmes described on the website under the names **Porsche Travel Experience** and **Porsche Ice Experience**. Please pay attention to these Terms and Conditions, because by making a booking you accept these Terms and Conditions, which will be sent to you prior to the booking or made available to view online. They apply to all (travel) events within the **Porsche Travel Experience** and **Porsche Ice Experience**.

These conditions supplement sections 651 a-y BGB (German Civil Code), as well as Art. 250 and Art. 252 EGBGB (Introductory Act to the BGB) and expand upon them.

B. General Part

1. Conclusion of the contract

1.1 With the registration, the participant makes a binding offer to the tour operator to conclude the contract. The contract is concluded upon receipt of the tour operator's declaration of acceptance. It requires no specific form. Upon or immediately after the conclusion of the contract, the tour operator will send the participant a written confirmation.

1.2 The written confirmation, which the participant receives immediately after the conclusion of the contract, contains all essential information about the services booked by the participant.

1.3 If the content of the tour operator's declaration of acceptance deviates from the content of the booking, a new offer from the tour operator is made, to which the tour operator is bound for a period of 10 days. The contract is concluded on the basis of this new offer if the

participant declares acceptance to the tour operator within the commitment period by express consent, down payment or final payment.

1.4 Please note that according to sections 312 paragraph 7, 312g paragraph 2 sentence 1 no. 9 BGB, there is no right of cancellation for package travel contracts according to sections 615a and 651c BGB, which are concluded by remote sales (letter, telephone, e-mail, SMS, teledmedia, online services). If the requirements are met, the statutory rights of cancellation and termination apply. However, there is a right of cancellation if the contract for travel services according to section 651a BGB was concluded outside of business premises, unless the oral negotiations on which the conclusion of the contract is based were conducted on the basis of a previous order by the customer; in this case there is no right of cancellation.

1.5 The participant is responsible for all contractual obligations of registered participants for whom the participant has made the booking for as well as for their own, if the participant has accepted these obligations through an express and separate declaration.

1.6 The participant must be at least 18 years of age at the time of the event and present a valid driver's license on site. The participant is obliged to inform the tour operator immediately of the revocation of the driving license as well as all circumstances restricting the driving license (e.g. restriction of the driving licence, temporary seizure or confiscation of the driving license or a judicial or official driving ban). Participation in the form of 'accompanied driving' at the age of 17 is not permitted. Furthermore, the participant assures that no official driving ban has been imposed on them.

Deviating from this, the **Porsche Travel Experience Shangri-La** has the following adjusted age restrictions:

The participant must be between 18 and 70 years of age at the time of the event.

1.6.1 The following driving licenses are accepted:

- EU driving licenses

- National driving licenses in German/English

- National driving licenses from non-EU countries in a non-English language only with a certified German or English translation

- International driver's licenses only in connection with a national driver's license

Please reach out to your relevant authorities to find out whether an international driving licence is required for your event.

1.6.2 Without presenting a valid driving license or if an official driving ban applies, the participant has no right to participate in events of the **Porsche Travel Experience** or **Porsche Ice Experience**. In these cases, the participation fee will not be refunded.

2 Formation of the contract when third parties are involved

2.1 Third parties (e.g. hotels, transport companies) are not authorised by the tour operator to make agreements, provide information or make assurances that change the agreed content of the contract, go beyond the contractually agreed services of the tour operator or contradict the event description.

2.2 Local and hotel brochures that are not published by the tour operator are not binding for the tour operator and its service obligation, unless they have been made the subject of the event advertisement or the content of the tour operator's service obligation by express agreement with the participant.

2.3 If the participant only books an additional service (e.g. excursion, extra night) from a third-party provider without further services, the tour operator only acts as an intermediary for a third-party service. The purchase of mediated third-party services creates contractual relationships exclusively between the participant and the respective provider. The name of the respective provider is determined by the respective service vouchers issued.

3. Payment

3.1 To secure customer funds, the tour operator has concluded a security agreement with Deutsche Reisesicherungsfonds GmbH, Sächsische Straße 1, 10707 Berlin.

After conclusion of the contract, a deposit of 25% of the participation fee is normally due for payment. The remaining payment is due 30 days before the start of the event and is to be paid without further request, provided that the security certificate has been handed over and it is certain that the event will be held as booked. In the case of last minute bookings (from the 30th day before the start of the event), the entire participation fee is due immediately.

3.2 If the participant has not received the event documents at least 21 days before the start of the event, they should contact the tour operator immediately. In the case of last minute bookings from 30 days before the start of the event onwards, the participant will also receive their documents immediately after booking. See section 1.2. The participant must carefully check the event documents upon receipt. In the case of last-minute bookings from 30 days before the start of the event, the organiser will immediately invoice the full participation fee.

3.3 The amounts for the deposit and final payment and, if applicable, cancellation are shown on the invoice. The fees in the event of a cancellation, processing and rebooking fees as well as fees for an individual event design are due immediately.

3.4 The prices are in EUR and include statutory VAT. The invoice amount is payable without deductions. Payment by bank transfer to the tour operator's account is only possible in EUR. In the case of transfers from abroad, the participant must bear the resulting fees.

3.5 The participant can also pay the respective invoice with a credit card. In these cases, the credit card details will be requested during the booking process. New customers are only offered payment by credit card. With regard to the due date and the debit times of the credit card, see section 3.1.

3.6 If payments are not made or not made in full according to the agreed due dates and the participant does not pay even after a reminder with a deadline, the organiser can withdraw from the respective contract, unless there is already a significant defect in the event at this point in time.

3.7 The tour operator can demand cancellation fees as compensation in the event of cancellation of the contract as defined in the previous sentence. The participant is at liberty to prove that costs were not incurred or were significantly lower.

3.8 Costs for ancillary services such as obtaining visas etc. are not included in the participation fee unless expressly stated in the service description. If such costs arise, they will be charged separately.

4 Services/prices

4.1 The contracted services are determined from the service descriptions (e.g. catalogue, flyer, internet) and the information referring to them in the written confirmation.

4.2 Before the conclusion of the contract, the tour operator can make changes to the service descriptions at any time, of which the participant will of course be informed before booking.

4.3 Changes and deviations of individual services from the agreed content of the contract, which become necessary after the conclusion of the contract and which were not brought about by the tour operator in bad faith, are only permitted if they are not significant and do not affect the overall design of the booked event.

4.4 Any warranty claims remain unaffected, especially if the changed services are defective. The tour operator is obliged to inform the participant immediately of any changes or deviations in service. If necessary, it will offer the participant a free rebooking or a free cancellation.

4.5 In the event of a subsequent change in the participation price, the tour operator must inform the participant immediately. Price increases from the 21st day before the start of the event are invalid. In the event of price increases of more than 5%, the participant is entitled to withdraw from the contract without incurring any fees or to request participation in an event of at least the same value if the tour operator is able to offer such an event from its range at no extra cost to the participant. The reciprocal rights and obligations mentioned in this paragraph also apply in the event of a permissible change to an essential service.

4.6 The participant must assert these rights immediately after the tour operator has announced the price increase or change in the service.

4.7 In the event of exceptional weather conditions, official orders or for safety and other important reasons – which could not be foreseen at the time the contract was concluded – the tour operator is entitled to adapt the event programme to the changed conditions (e.g. by changing the use of vehicle models, the tyres), to ensure the safety of the participants. These adjustments have no influence on the agreed participation price as long as they do not lead to a significant change in the booked event.

5 Safety precautions

5.1 The instructions of the AVANTGARDE Experiences employees must be followed for the entire duration of each event. The wearing of seat belts is mandatory at all events.

5.2 The use of mobile phones and other mobile devices and smoking while driving are prohibited.

5.3 In the event of gross violations of driving discipline, the event management of AVANTGARDE Experiences is entitled to exclude the participant from further participation. In these cases, the participation fee will not be refunded.

5.4 During the driving events, there is an absolute ban on alcohol (0.0 per mil) and drugs and other intoxicating substances that can impair driving ability. Each participant must ensure through their behaviour before the event that they meet these requirements. The event management is entitled to exclude the participant from further participation if there is a strong suspicion of alcoholism or the consumption of drugs or other intoxicating substances. In these cases, the participation fee will not be refunded.

5.5 For safety reasons, it is not permitted to take animals to the event.

5.6 Due to the international character of the events and for security reasons, so that the participant can follow the instructions of the tour guides/instructors and the security staff, German and English are the event languages. If one of the participants only speaks and understands English, the event language will be exclusively English.

5.7 Please note that selected events can have a sporting character and require a solid physical constitution and mental condition of the participants. If you have concerns about whether you meet the requirements for the desired event, we ask that you clarify this with the tour operator and a doctor before making a binding booking.

5.8 All participants must attend a safety briefing at the beginning of the event and confirm this in writing. Without participation in the safety briefing, the tour operator is entitled to refuse participation in the events of the **Porsche Travel Experience** or **Porsche Ice Experience**. In this case, the participant is not entitled to a refund of the participation fee.

6 Special requests

6.1 The tour operator only accepts special requests if they are described as non-binding. The tour operator endeavours to meet the participant's request for special services that are not advertised in the service description (e.g. adjacent rooms or rooms in a specific location), depending on availability and possibility.

6.2 In addition to the advertised events, the tour operator fulfils the participant's individual program requests (à la carte services) as a special service. This à la carte service refers to all event modules that do not correspond to a catalogue service.

6.3 If the participant wants to stay longer at the event location, they should contact the event management or the on-site team as early as possible. We are happy to extend your stay if suitable accommodation options are available. The costs for an extension are to be paid on site. Please note the tariff conditions associated with the return journey as well as the validity period of the travel insurance and any visa that may be required.

6.4 At the events offered, the participant will be looked after on site by project managers from the tour operator or the event management. Details, addresses and telephone numbers can be found in the event documents. If you have any complaints, please note the special information under item 15.

6.5 Insofar as additional services have been booked by the participant after the first invoicing or are still booked on site during the event, the tour operator reserves the right to create a new additional invoice and send it to the participant.

7 Flight services and additional services

7.1 In the case of special individual events for which a special flight or a special charter flight was offered at the customer's request, the tour operator acts only as an agent. For the flight service, please see the general terms and conditions of the respective provider of the charter flight or the respective airline. The tour operator would like you to be aware that in many cases a rebooking or cancellation is subject to a fee or may not even be possible at all.

7.2 In the case of merely brokered additional services, e.g. excursion, extra night, the cancellation conditions of the respective provider apply, which are communicated to the participant at the time of booking.

8 Start of event / cancellation fees

8.1 The participant can withdraw from the event at any time before the start of the event. The decisive factor is the receipt of the declaration of cancellation by the tour operator (contact details can be found at the end of the General Terms and Conditions). The participant is obliged to declare the withdrawal in writing.

8.2 If the participant withdraws from the event or does not take part in the event, the tour operator loses the right to the participation price. Instead, the tour operator can demand cancellation fees if it is not responsible for the cancellation or non-attendance of the event and there is no case of force majeure. These cancellation fees are based on the participation price minus the value of the expenses saved by the tour operator and minus what it gains from the alternative use of the travel services. The flat rates also take into account the proximity of the time of cancellation to the contractually agreed start of the event. They are to be justified by the tour operator at the request of the participant.

8.3 Cancellation fees must also be paid if a participant fails to arrive at the event location in good time at the times stated in the event documents or if the event has to be cancelled due to a lack of travel documents for which the tour operator is not responsible, e.g. the passport or necessary visa.

8.4 The participant is at liberty to provide evidence that no or significantly lower costs were incurred in connection with the cancellation or non-attendance of the event than the costs shown by the tour operator in the flat rate applicable in the individual case.

8.5 The tour operator reserves the right to demand a higher specific compensation in deviation from the flat rates listed under clause C.I.4., C.II.4. In this case, the tour operator is obliged to specifically quantify and document the compensation requested, taking into account the saved expenses and any other use of the service.

9 Rebooking / substitute person

9.1 Until the start of the event, the participant can demand that a third party enter into their rights and obligations under the contract. This requires written notification to the tour operator. The latter can object to the entry of the third party instead of the participant if the third party does not meet the special event requirements or their participation is contrary to legal regulations or official orders.

9.2 The registered participant and the substitute person are jointly and severally liable for the participation fee and the additional costs incurred through the entry of the substitute person.

10 Insurance

10.1 The participation fee includes an insurance package from HanseMerkur Reiseversicherung AG, including travel cancellation and accident insurance. From a participation price of EUR 15,000.00,-, this also includes travel interruption insurance (holiday guarantee) for the event.

10.2 The content and scope of the insurance are based on the insurance documents provided. In addition, there is the option of deselecting the insurance package during the booking process, which means the insurance coverage shall cease to exist.

11 Withdrawal and termination by the tour operator

11.1 The tour operator can terminate the contract without notice if the event is disrupted by the participant despite a warning from the tour operator. The same applies if a participant behaves in breach of contract to such an extent that the immediate cancellation of the contract is justified. However, the tour operator retains the right to the participation fee. Any additional costs for the return transport are borne by the disruptor themselves. However, the tour operator must be able to offset the value of saved expenses as well as those benefits that are obtained from another use of unused services, including any reimbursements by service providers.

11.2 If the minimum number of participants is not reached, the tour operator can withdraw from the event up to 5 weeks before the start of the event (access to the participant). If no minimum number of participants is specified in the travel description, the following applies: a prerequisite for the event to be held is at least 80% of the maximum number of participants specified in the travel description. The tour operator will of course inform the participant if it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached. The declaration of withdrawal will be sent to the participant immediately. The participant will then be refunded the paid participation fee immediately.

11.3 The tour operator can withdraw from the contract before the start of the trip if it is prevented from fulfilling the contract due to unavoidable extraordinary circumstances. In this case, it must declare its withdrawal immediately after becoming aware of the reason for its withdrawal. If the tour operator withdraws, it loses the right to the participation price.

12 Remedy/reduction/termination

12.1 If a service is not provided or not provided in accordance with the contract, the participant can request a remedy. The tour operator can refuse to remedy the situation if it is impossible or involves disproportionate costs.

12.2 The participant can request a reduction in the participation price if services are not provided free of travel deficiencies and they have not culpably failed to report the deficiency immediately. The rights resulting from the reduction of the participation price (section 651 m BGB) lapse within 3 years, deviating from section 651 j BGB. Section 199 (1) BGB applies to the start of the limitation period.

12.3 Insofar as the tour operator is unable to remedy the situation as a result of culpable omission to report the deficiency, the participant cannot assert any reduction claims under

section 651m BGB or claims for damages under section 651n BGB.

12.4 If an event is significantly impaired as a result of a deficiency and the tour operator does not remedy the situation within a reasonable period of time, the participant can terminate the contract within the framework of the statutory provisions – written form is recommended in their own interest and for reasons of preserving evidence. The setting of a deadline for a remedy is only unnecessary if the tour operator refuses to provide a remedy or if the remedy is urgently required. If the contract is subsequently cancelled, the participant retains the right to return carriage if the contract included carriage. The participant only owes the tour operator that part of the participation price that is attributable to the services used or still to be provided at the end of the event.

13 Liability

13.1 Participation in the events is at your own risk.

13.2 If there is a deficiency, the participant can demand compensation without prejudice to the reduction in the participation price (reduction) or termination, unless the deficiency is the fault of the participant, is the fault of a third party who is neither a service provider nor otherwise involved in the provision of the services covered by the event and was unavoidable for the tour operator or was caused by unavoidable, extraordinary circumstances. They can also demand compensation for holiday time wasted in vain if the event has been prevented or significantly impaired.

13.3 Contractual claims for damages: the contractual liability of the tour operator for damages that are not physical injuries is limited to a total of three times the participation price, provided that damage to the participant was not caused intentionally or through gross negligence by the tour operator. The limitation of liability to three times the participation price also applies if the tour operator is solely responsible for damage suffered by the participant that is not bodily harm due to the fault of a service provider.

13.4 Claims for damages in tort: for all claims for damages against the tour operator based on tort that are not based on intent or gross negligence, liability for property damage is limited to three times the participation price. These maximum liability amounts apply to each participant and event. Any further claims in connection with luggage under the Montreal Convention remain unaffected by the restriction.

13.5 The tour operator is not liable for service disruptions, personal injury and property damage in connection with services that are only mediated as external services (e.g. excursions, exhibitions, transport to and from the advertised starting point and destination) if these services are included in the event description and the booking confirmation is expressly marked as third-party services, stating the brokered contractual partner, in such a way that they are recognisable to the participant as not part of the tour operator's services.

13.6 However, the tour operator is liable for services which include the transport of participants from the advertised starting point of the event to the advertised destination, intermediate transport during the event and accommodation during the event, as well as if and to the extent that damage to the participant is caused by the violation of information, information - or organizational obligations of the tour operator has become the cause.

13.7 Participation in sports and other leisure activities is the responsibility of the participant themselves. The participant should check sports facilities, equipment and vehicles before using them. The tour operator is only liable for accidents that occur during sports and other leisure activities if it is at fault.

14 Duty to cooperate / complaints

14.1 In the event of disruptions in performance, each participant is obliged to cooperate within the framework of the statutory provisions in order to avoid any damage or to minimize it.

14.2 A complaint to the service provider is often helpful, but does not release the participant from the obligation to complain to the tour operator. The participant can find the necessary contact details in their event documents or in the service descriptions. The tour operator strongly recommends that damage or delays in the delivery of luggage and goods for air travel be reported immediately on the spot, but no later than 7 days after discovery of the damage to luggage, or for goods within 14 days after acceptance; in the event of a delay, no later than 21 days after the baggage or goods have been made available to the participant, notify the responsible airline by means of a damage report (PIR). Airlines usually refuse refunds if the claim form has not been completed. Otherwise, the loss, damage or misdirection of luggage must be reported to the event management.

14.3 Event managers, project managers, tour guides, instructors or other employees of AVANTGARDE Experiences are not entitled to recognise any claims. The claims for damages of the participant from section 651 n paragraph 1 BGB, with the exception of claims due to holidays wasted in vain, expire in deviation from section 651 j BGB within 3 years. Section 199 (1) BGB applies to the start of the limitation period. The tour operator's legal claims for compensation due to changes or deterioration in the items provided to the customer as part of the trip expire 6 months after the end of the event.

15 passport, visa, customs, currency and health regulations

15.1 The tour operator will inform the participants about the general requirements of passport and visa regulations of the country of destination before the conclusion of the contract and about any changes before the start of the trip. The participant is responsible for obtaining and carrying the travel documents required by the authorities, any vaccinations that may be required and for complying with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, are at the participant's expense. This does not apply if the tour operator has not provided sufficient or incorrect information.

15.2 The tour operator is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation. The information provided before the contract is concluded will show whether a passport is required to travel to your booked event or whether an identity card is sufficient, and please ensure that your passport or identity card is valid for a sufficient period of time for the event.

15.3 Customs and currency regulations are very strict in different countries. Please do your research and be sure to follow the rules.

15.4 Various states require certain vaccination certificates, which must not be less than 8 days old and not older than 3 years (smallpox) or 10 years (yellow fever). Such vaccination certificates must also be presented to German authorities if you are returning from certain countries (e.g. Africa, the Middle East). Please refer to the pre-contractual information for relevant information and contact the tour operator if you have any questions.

16 Jurisdiction/general

16.1 The recipient of the contract documents and the written confirmation is obliged to immediately check the received documents for the correctness of the issuance (name, event dates, event objective, etc.) and to complain immediately if the issuance is incorrect.

16.2 The invalidity of individual provisions of the contract does not result in the invalidity of the entire contract. The same applies to these Terms and Conditions.

16.3 German law applies exclusively to the contractual relationship between the participant and the tour operator. This applies to the entire legal relationship.

16.4 Insofar as German law is not applied in the case of claims by the participant against the tour operator abroad for the liability of the tour operator, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of claims by the participant.

16.5 The participant can only sue the tour operator at their registered office.

16.6 The place of residence of the participant is decisive for legal action by the tour operator against the participant. For lawsuits against participants or contractual partners who are merchants, legal entities under public or private law or persons who have their domicile or habitual abode abroad or whose domicile or habitual abode is not known at the time the lawsuit is filed, the agreed place of jurisdiction is the registered office of the tour operator.

16.7 The above provisions on the choice of law and place of jurisdiction do not apply if and to the extent that the contractually binding provisions of international agreements that apply to the contract between the participant and the tour operator result in something else in favour of the participant or if and to the extent that the contractually applicable, non-mandatory provisions in the EU member state to which the participant belongs are more favourable for the participant than the regulations in these Terms and Conditions or the applicable German regulations.

17 Photo and video recordings

17.1 Photo and video recordings made during the event may only be used for private purposes. Commercial use of the photo and video recordings is prohibited. This applies in particular to publication of the same in the context of so-called blogs/vlogs/video platforms such as e.g. YouTube or similar, or by non-accredited journalists, unless the publication has been coordinated with AVANTGARDE Experiences in advance.

17.2 The use of drones and action camera systems (e.g. GoPro) during the events of the **Porsche Travel Experience** and **Porsche Ice Experience** is strictly prohibited. Exceptions can be granted by AVANTGARDE Experiences GmbH in individual cases.

18 Data privacy

The personal data that you make available to us will be processed and used electronically to the extent that it is necessary for the execution of the contract. All of your personal data is processed in accordance with German and European data privacy law. You can find more information on how we handle your data in our data privacy declaration at:

<https://experience.porsche.com/de/privacy>

19 Consumer dispute resolution

Consumer dispute resolution: AVANTGARDE Experiences GmbH is neither prepared nor obliged to participate in dispute settlement proceedings before consumer arbitration boards.

C. Special part

I. Porsche Travel Experience

1 Services/prices

1.1 The price for participation in the Porsche Travel Experience includes the following services for all participants:

- Provision of a Porsche brand rental vehicle including operating and other ancillary vehicle costs (e.g. fuel, charging, parking, vehicle cleaning, toll charges) according to the event description and the vehicle rental agreement to be concluded separately

- Motor third party liability insurance and vehicle insurance with deductible

- Participation in the driving programme according to the event description

- Accommodation and meals with pre-selected drinks according to the event description

- Transfers according to the event programme

- Porsche certified tour guide

- Event organisation

- Event documents

- HanseMercur insurance package consisting of travel cancellation insurance and accident insurance (if desired, this can be deselected during the booking process), from a participation price of EUR 15,000.00,-, travel interruption insurance (holiday guarantee) is also included in the insurance package

- Local taxes and fees (e.g. city tax)

- Porsche Travel Experience package as a guest gift

- Additional services according to the respective event programme

1.2 The participant bears the following costs for Porsche Travel Experience events:

- Costs for arrival and departure (unless otherwise stated in the event documents)

- Hotel and restaurant incidentals (minibar, bar drinks, alcoholic drinks during dinner that are not part of the menu, such as spirits, etc.)

2 Porsche rental vehicles

2.1 As part of the events of the Porsche Travel Experience, vehicles of the Porsche brand are provided for the entire duration of the event. For this purpose, it is necessary to conclude a separate vehicle rental contract with AVANTGARDE Experiences. There is no entitlement to a

specific rental vehicle from the Porsche brand. The tour operator only accepts special requests if they are described as non-binding, and tries to meet them depending on availability. Each vehicle is occupied by two people. The option of sole use ('single driver'), for an additional charge, is subject to availability and in consultation with AVANTGARDE Experiences.

2.2 In addition to a valid driver's license, the participant must present their identity card/passport and a valid credit card when checking in digitally in advance or when checking in on the day of the event. The data will be included in the vehicle rental contract of AVANTGARDE Experiences GmbH together with the private address of the participant. This contract must be signed by the participants as a prerequisite for participation.

2.3 Motor vehicle liability insurance is in place for Porsche rental vehicles.

2.4 There is no comprehensive insurance for the brand's rental vehicles. However, with regard to damage to the vehicle, participants in the Porsche Travel Experience are treated as if they had fully comprehensive insurance with a deductible. **For Porsche Travel Experience events, the deductible is EUR 2,500.00,- per claim** and is shown in the respective rental agreement with AVANTGARDE Experiences GmbH. Information on any deviations from the stated deductible, e.g. when using special vehicles, will be provided to you by the tour operator prior to the event. **Deviating from this, the Porsche Travel Experience Namibia and Camp 911 Namibia has a deductible of EUR 10,000.00,- per claim.** The deductible is also shown in the respective vehicle rental contract with AVANTGARDE Experiences GmbH.

2.5 If the liability insurance is indemnified as a result of intentional or grossly negligent behaviour on the part of the participant, or if the liability insurance of AVANTGARDE Experiences GmbH can take recourse as a result of this behaviour on the part of the participant, or if damage occurs as a result of the participant's fault that is not covered by the motor vehicle liability insurance, the participant is liable for all damage caused by them that is not covered by the motor vehicle liability insurance. In the case of gross negligence, the tour operator is entitled to make a claim against the participant to an extent corresponding to the severity of the fault up to the amount of the total damage.

3 Accompanying persons

Each vehicle is occupied by two drivers / full-paying participants. It is therefore not possible for accompanying persons to participate in the event programme. In exceptional cases, children from the age of 12 may take part in the event as an accompanying person in their parents' rental vehicle (participation price on request, only possible in a Porsche Cayenne, Panamera or Macan). The legal guardian(s) must sign a liability waiver for the minor child.

3.1 Cancellation fee

The flat-rate entitlement to cancellation fees per person for cancellations of Porsche Travel Experience events is generally:

- up to the 31st day before the start of the event: 25% of the participation fee,
- from the 30th day before the start of the event: 75% of the participation fee,
- from the 15th day before the start of the event: 90% of the participation fee,

100% of the participation fee from the 3rd day before the start of the event to the day on which the event begins or if the event is not attended.

Deviating from this, the **Porsche Travel Experience Namibia** has the following adjusted **cancellation fees**:

If cancelled up to the 120th day before the start of the event: 25% of the participation fee,
from the 119th day before the start of the event: 50% of the participation fee,
from the 59th day before the start of the event: 75% of the participation fee,
from the 30th day before the start of the event: 90% of the participation fee,
100% of the participation fee from the 15th day before the start of the event to the day on which the event begins or if the event is not attended.

Deviating from 3.1, the **Porsche Travel Experience Shangri-La** has the following adjusted **cancellation fees**:

If cancelled up to the 60th day before the start of the event: 25% of the participation fee,
from the 59th day before the start of the event: 50% of the participation fee,
from the 29th day before the start of the event: 75% of the participation fee,
100% of the participation fee from the 15th day before the start of the event to the day on which the event begins or if the event is not attended.

Deviating from 3.1, the **Porsche Travel Experience Camp 911 Namibia** has the following adjusted **cancellation fees**:

If cancelled up to the 75th day before the start of the event: 25% of the participation fee,
from the 74th day before the start of the event: 50% of the participation fee,
from the 29th day before the start of the event: 75% of the participation fee,
100% of the participation fee from the 15th day before the start of the event to the day on which the event begins or if the event is not attended.

II. Porsche Ice Experience

The event programme at the Porsche Ice Experience aims to improve the driving skills and driving safety of the participants in order to ensure greater safety in everyday traffic and thus contribute to improving the general accident rate.

The training does not serve to achieve top speeds and is not for competition. Rather, the vehicle control and the ability to react as well as the early recognition of dangerous situations and the correct reaction in these situations is the aim.

1 Services/prices

1.1 The participation fee covers the following services at a Porsche Ice Experience event:

Provision of a Porsche brand rental vehicle including operating and other ancillary vehicle costs (e.g. fuel, charging, parking, vehicle cleaning, toll charges) according to the event description and the vehicle rental agreement to be concluded separately

Motor third party liability insurance and vehicle insurance with deductible

Participation in the training programme according to the event description
Accommodation and meals with pre-selected drinks to the respective event programme
Event organisation
Event documents
Porsche certified instructors
Driving area rental including track safety
Technical support of the vehicles
Medical support
Transfers according to the event programme (from/to airport, hotel, driving area)
HanseMercur insurance package consisting of travel cancellation insurance and accident insurance (if desired, this can be deselected during the booking process), from a participation price of EUR 15,000.00,-, travel interruption insurance (holiday guarantee) is also included in the insurance package
Porsche Travel Experience package as a guest gift
Additional services according to the respective event programme

1.2 The participant bears the following costs for the Porsche Ice Experience event:

Costs for arrival and departure (unless otherwise stated in the event documents)
Hotel and restaurant incidentals (minibar, bar drinks, alcoholic drinks during dinner that are not part of the menu, such as spirits, etc.)

2 Porsche rental vehicles

2.1 As part of the events of the Porsche Ice Experience, AVANTGARDE Experiences makes rental vehicles of the Porsche brand available for participation in the respective event. A prerequisite for the vehicle handover is that the participant concludes a separate vehicle rental contract with AVANTGARDE Experiences. The participant has no right to a specific Porsche vehicle being made available to them. Each vehicle is occupied by two people. The option of sole use ('single driver'), for an additional charge, is subject to availability and in consultation with AVANTGARDE Experiences GmbH.

2.2 In addition to a valid driver's license, the participant must present their identity card/passport and a valid credit card when checking in digitally in advance or when checking in on the day of arrival. The data will be included in the vehicle rental contract of AVANTGARDE Experiences GmbH together with the private address of the participant. This contract must be signed by the participant as a prerequisite for participation.

2.3 Motor vehicle liability insurance is in place for Porsche rental vehicles.

2.4 There is no full comprehensive insurance for the rental vehicles of the Porsche brand as part of a Porsche Ice Experience event. However, with regard to damage to the vehicle, participants are treated as if they had fully comprehensive insurance with a deductible. The amount of the deductible is shown in the respective rental agreement with AVANTGARDE Experiences and can be requested in advance from Porsche Ice Experience. The amount of the deductible depends on the respective event:

Ice Performance vehicles: EUR 5,000.00,- per claim

Ice Force (Intense) and Ice Force Pro (Intense) vehicles: EUR 10,000.00,- per claim

Ice Ultimate vehicles: EUR 25,000.00,- per claim

Information on any deviations from the stated deductibles, e.g. for individual programmes or when using special vehicles outside of the event, will be provided to you by the tour operator.

2.5 If the liability insurance is indemnified as a result of intentional or grossly negligent behaviour on the part of the participant, or if the liability insurance of AVANTGARDE Experiences GmbH can take recourse as a result of this behaviour on the part of the participant, or if damage occurs as a result of the participant's fault that is not covered by the motor vehicle liability insurance, the participant is liable for all damage caused by them. In the case of gross negligence, the tour operator is entitled to make a claim against the participant to an extent corresponding to the severity of the fault up to the amount of the total damage.

3 Accompanying person

3.1 Each vehicle is occupied by two drivers / full-paying participants. Therefore, accompanying persons are not intended to be part of the driving programme. Due to the double occupancy of the vehicles, it is not possible to accompany the driving programme on the route or in the vehicle. The scope of services for accompanying persons depends on the option booked. However, accommodation in a double room with breakfast, participation in the welcome dinner and transfer to/from the airport are always included. Accompanying persons may participate from the age of 18.

4 Cancellation fee

The flat-rate entitlement to cancellation fees per person for cancellations of Porsche Ice Experience events is generally:

If cancelled up to the 120th day before the start of the event: 25% of the participation fee,
from the 119th day before the start of the event: 50% of the participation fee,
from the 50th day before the start of the event: 80% of the participation fee,
from the 7th day before the start of the event: 95% of the participation fee,
and 100% of the participation fee from the 3rd day before the start of the event to the day on which the event begins or if the event is not attended.

D. Contact

Tour operator of Porsche Travel Experience and Porsche Ice Experience:

AVANTGARDE Experiences GmbH

Atelierstrasse 10

81671 Munich

Germany

Managing Director: Patrick Nestler, Christian Stipp

Munich commercial register: HRB 241155

Telephone: +49 711 652-000222

E-mail: info.porscheexperience@avantgarde.de

Online: www.porsche.de/iceexperience | www.porsche.de/travelexperience

All information is correct as of July 2024, Version 5
valid for all new bookings as of 04.07.2024

Select Language

English

Porsche Ice Experience

Porsche Travel Experience

operated by AVANTGARDE Experiences GmbH

Atelierstraße 10 | 81671 Munich | Germany

Telephone: +49 711 652-000222

Email: info.porscheexperience@avantgarde.de

[Terms and Conditions AVANTGARDE Experiences](#)

Porsche Track Experience

operated by Manthey Racing GmbH

Rudolf-Diesel-Str. 11-13 | 53520 Meuspath | Germany

Telephone: +49 2691 9338-911

Email: porschetrackexperience@manthey-racing.de

[Terms and Conditions Manthey Racing](#)

Where consumption and emission values are indicated as ranges, they do not refer to a single, specific vehicle and are not part of the offered product range. They are only for the purposes of comparison between different vehicle types. Additional equipment and accessories (add-on parts, tyre formats etc.) can change relevant vehicle parameters such as weight, rolling resistance and aerodynamics. These factors, in addition to weather, traffic conditions and driving behaviour, can influence the fuel/electricity consumption, CO₂ emissions, range and performance values of a vehicle.

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[DAT](#)


 Hand in Hand ist
HanseMerkur
Proof of Insurance

Agent no. 4761425

Insurance No. 802719896G60010

Information and description of benefits for your insurance

Please see your confirmation of travel for details of premiums.

Information on your Insurance

Travel Cancellation Costs Insurance

If you cancel a travel booking for reasons that are covered by the insurance, or if the start of your trip is delayed for such reasons, we will reimburse your contractual commitments relating to the cancellation or the additional costs incurred for the outbound journey. Some examples of reasons covered by the insurance:

- Serious accident injury
- Unexpected, serious illness
- Death
- Loss of One's Job
- Commencement of a Job Relationship
- Change of Job
- Short-time Work

No retained risk is calculated for any of the insured occurrences. In the event of unexpected and serious illness, the retained risk amounts to 20 % of the reimbursable damage, though this must be at least EUR 25 per insured person.

Travel Accident Insurance

Benefits are paid for travel accidents that lead to the death or to invalidity of the insured person.

Insurance sum:

- in cases of death¹⁾ 50.000,- EUR
- in cases of invalidity up to 125.000,- EUR
- for rescue costs up to 1.250,- EUR

¹⁾ in cases of the death of children up to the age of 18: EUR 10,000

No Retained Risk!

Important Notes and Explanations

Reporting Damage

In cases of damage we also require the following documents: evidence of the insurance in copy; a copy of the organizer's confirmation of booking; the bank connection of the recipient for the transfer of any refunds or reimbursements (in the case of foreign accounts, the IBAN number and the BIC code).

Damage forms are available in the internet under:
<https://mein-hmr.de/service/claim-form/>

In cases of damage claims, please send the abovementioned forms to:

HanseMerkur Reiseversicherung AG
 Abt. RLK/Leistung
 Siegfried-Wedells-Platz 1
 D-20354 Hamburg/Germany

Incomplete submissions of documents can lead to delays. Please do not bind or staple the documents together. Damage forms must be completed fully and honestly. Otherwise this can result in a reduction in compensation.

Out-Of-Court Arbitration and Complaint
Procedures

Requests for arbitration and complaints can be sent – if no agreement can be reached with HanseMerkur – to the following address for arbitration and complaints:

Versicherungsombudsman e.V.
 Postfach 08 06 32
 D-10006 Berlin
www.versicherungsombudsman.de

Notice and Declaration

I consent to the insurer's passing on data resulting from the implementation of the contract (sums, insurance claims), to the extent that this is necessary, to the service company engaged on behalf of the insurer, "Insurance Warehouse". This consent also extends explicitly to health-related data.

Dear Customer,

You applied for travel insurance when you booked your trip. With this proof of insurance we confirm the chosen insurance cover. The essential terms of insurance cover VB-RKS 2015 (PDE-D) can be found on the following pages.

PORSCHE and HanseMerkur wish you a good and safe trip!

HanseMerkur Reiseversicherung AG,
 Siegfried-Wedells-Platz 1, D-20354 Hamburg/Germany
 Registered office: Hamburg, Court of registration: Hamburg 19768,
 VAT ID number: DE 175218900
 Executive Board: Eberhard Sautter (Chairman),
 Eric Bussert, Holger Ehses, Johannes Ganser, Raik Mildner
 Supervisory Board: Dr. Karl Hans Arnold (Chairman)

Head office:

Siegfried-Wedells-Platz 1 • D-20354 Hamburg



Terms and conditions for travel insurance

VB-RKS 2015 (PDE-D)

In these insurance conditions, the insured persons are referred to as "you".

The insurance terms and conditions consist of two sections.

In Section A you will find particular information on the persons insured and the duration of the insurance cover. Restrictions

and rules of behaviour (obligations) applying to all policies are also shown here. **In Section B** you will find the extent of insurance cover for the individual policies. In addition to the benefits and benefit conditions, exclusions and rules of behaviour which only apply to the respective policy are also set out.

A: General part

(applicable to all types of insurance referred to in Section B)

1. Policyholder, insured persons and eligibility for insurance benefits

1. The policyholder is the travel agent. The persons insured are the participants who have booked a holiday with the policyholder.
2. The right to the insurance benefit is assigned to the insured person.
3. HanseMerkur may not set off this benefit for the insured person against payments owed to it from the contract. The provision in § 35 of the Insurance Contract Act shall not apply.

2. When does the insurance cover start and end?

1. Your insurance cover starts with the conclusion of the contract for the travel cancellation insurance. It ends with the first availing of the insured travel services. For the travel accident insurance, the insurance cover starts with the beginning of the insured journey and ends at the agreed time, though no later than the end of the journey.
2. Your insurance cover will extend beyond the agreed date if you were unable to complete the journey as planned through no fault of your own.

3. For which journeys does the insurance cover apply?

The insurance cover applies to journeys undertaken in the area agreed in the contract. Drives, walks and stays within your permanent place of residence shall not be regarded as travel.

4. When does HanseMerkur not provide cover?

HanseMerkur does not pay benefits if

1. you attempt to make fraudulent representations to us regarding the circumstances which are material to the grounds for providing cover and the amount of insurance benefits;
2. you have intentionally caused the damage.

5. What should be borne in mind when an insured event occurs (obligations)?

1. You should keep the damage as low as possible and avoid anything that could lead to an unnecessary increase in costs.
2. All information about the insured event that you provide must be truthful and complete. You must complete in full and return the damage report sent to you. The same applies to any requests that HanseMerkur makes for receipts and information pertaining to the case.
3. Compensation claims against third parties shall be transferred to HanseMerkur as per the statutory regulation and up to the amount of the benefit paid. HanseMerkur shall ensure that this does not disadvantage you. You are also obligated to assist if necessary in asserting the claim for compensation.

4. If you deliberately fail to comply with the above-mentioned obligations, HanseMerkur is released from the obligation to provide insurance cover. In the event of failure to meet obligations as a result of gross negligence, HanseMerkur is entitled to reduce the benefit in proportion to the extent of culpability. If you demonstrate that you did not fail to meet the obligation as a result of gross negligence, the insurance cover remains unchanged.

6. When does HanseMerkur pay the benefit?

1. Once HanseMerkur has confirmed our liability to pay you and confirmed the amount of compensation, the sum will be paid within two weeks.
2. HanseMerkur converts the costs in a foreign currency that have arisen at the exchange rate valid on the day the documentation is received. The official exchange rate applies unless you acquired the currency to pay the bills at a less favourable rate. HanseMerkur is entitled to deduct additional costs that arise if HanseMerkur needs to make transfers abroad or if particular forms of payment are required by you.
3. Payments made from other insurance contracts and from social security take precedence over the obligation of HanseMerkur. If you report the insured event to HanseMerkur first, HanseMerkur will pay in advance, pending clarification of ultimate responsibility. HanseMerkur does not require the sharing of costs with private health insurance if this would disadvantage the insured person, e.g. through loss of the premium refund.

7. Which law is applicable?

These provisions are supplemented by the Versicherungsvertragsgesetz (VVG, German Insurance Contracts Act), as well as by German law.

8. When does entitlement to the benefits expire?

Claims under this insurance policy expire in three years. The expiry is measured from the end of the year in which the claim can be made. If a claim has been made by you, the expiry period is suspended until our decision is sent to you by HanseMerkur in written form.

9. What is the place of jurisdiction?

Appeals against HanseMerkur can be made in Hamburg or at the location where you were domiciled at the time of the appeal, or, in the absence of a place of domicile, at your usual place of residence.

10. In what form and in what language should declarations of intent be made?

Declarations of intent and reports to the insurer must be in text form (letter, fax, email, electronic data carrier, etc.). The language of the contract is German.

B: Special part

(depending on the extent of insurance selected)

Travel cancellation insurance

1. How large is the amount insured?

The amount insured must reflect the price of the trip

2. What qualifies as an insured event?

HanseMerkur pays benefit, unless other amounts are specified below, up to the level of the insurance amount, and no more

than EUR 15,000, if you or another party at risk are affected by an insured event and you cannot as a result be expected to take the insured journey at the intended time.

3. What events are insured?

1. Unexpected and severe illness, death, accident or pregnancy;
2. breaks in prostheses or loosening of implanted joints;

3. Adverse reaction to vaccination;
4. Notification of a date for the transplantation or receipt of organs and tissues (living donation) in accordance with the Transplantation Act;
5. Substantial damage of at least EUR 2,500 to your property due to fire, burst water pipes, acts of God or criminal acts committed by third parties (such as burglary);
6. An unexpected summons to court, where the responsible court does not accept your travel reservation as a reason to postpone the summons;
7. Adoption of a minor, if your attendance to complete the adoption falls during the period of travel;
8. Loss of a job leading to unemployment as a result of an unexpected termination of the employment by the employer for business-related reasons. The loss of contracts by self-employed persons and insolvency of self-employed persons are not covered under this policy;
9. Commencing employment which is subject to social security contributions or an activity with compensation for additional work (1-Euro job), after being previously unemployed. For this purpose, you must have been registered as unemployed with the Federal Employment Agency at the time of booking the trip. The commencement of work placements, operational or training activities of any type, or the commencement of work by pupils or students during or after a period of study is not covered under this policy;
10. Reduction in working hours due to economic circumstances with an expected reduction of income at least equal to one regular monthly net salary. The precondition is that the employer announces the reduction in working hours between the time when the policy is contracted and the start of the trip;
11. Change of job and associated change of workplace, if the insured trip falls within the probationary period up to a maximum of six months into the new job. To be covered, the insurance must have been taken out before you became aware of the change;
12. A repeat of failed examinations in a school, university/technical high school or college. This is conditional on the date scheduled for the repeat examination unexpectedly falling during the insured travel period or up to 14 days following the completion of the trip;
13. Non-promotion of a pupil or non-admission to an examination, if this relates to a school or class trip;
14. Missing a booked and co-insured travel connection because of a delay in public transport exceeding two hours or its cancellation. Public transport is defined as all domestic air, land and water vehicles authorised for the transport of the public. Means of transport that are part of round trips/return flights, as well as hired vehicles, taxis and cruise ships are not included under public transport;
15. Unexpected and serious illness, serious injury or adverse reaction to vaccination in a dog or cat registered for the trip.

4. Who counts as a person at risk?

Persons at risk are

1. persons who have booked a trip jointly with you. This does not apply if more than six persons or, for family tickets, more than two families book a trip together;
2. Your relatives and the relatives of your spouse or partner. The relatives of an insured person are the spouse or partner in a marriage-like relationship, children, adopted children, step-children, foster children, children-in-law, parents, adoptive parents, step-parents, foster parents, grandparents, siblings, grandchildren, aunts, uncles, nephews and nieces;
3. those individuals who look after minors or your dependent relatives that are not travelling with you;
4. if separately agreed, accompanying persons for group travel (e.g. trips with teachers, parents, skippers).

5. What benefits are included in your travel cancellation insurance if there is an insured event?

1. Reimbursement of cancellation costs

HanseMerkur reimburses you for the cancellation charges you are contractually required to pay if you do not undertake the trip. We also pay the agency fee up to EUR 100 per person or rented property. If you have booked and insured services that cannot be cancelled, HanseMerkur reimburses you the travel or ticket price.

2. Reimbursement of additional outbound costs

If the departure is delayed, HanseMerkur will reimburse the additional outbound travel costs of the type and quality originally booked. HanseMerkur will reimburse these additional costs up to the amount of cancellation costs that would have been incurred if the trip were cancelled.

3. Reimbursement of rebooking costs

If a trip is rebooked, HanseMerkur will reimburse the rebooking costs up to the amount of cancellation costs that would have been incurred if the trip were cancelled. If you rebook the trip up to 42 days before travel without an insured event having taken place, HanseMerkur will reimburse the rebooking costs up to EUR 30 per person or room.

4. Reimbursement of single room surcharges

You have booked a double room with a person at risk who needs to cancel the trip due to an insured event. In this event, HanseMerkur will reimburse you up to the amount of complete cancellation costs, the surcharge for a single room, and further rebooking charges or the share of costs for the double room of the person unable to travel.

6. What additional protection do you have for the booking of cruise tickets?

If you miss the cruise ship because of a delay in public transport of more than two hours, HanseMerkur will reimburse you for the demonstrable additional costs arising from the travel to catch up with the cruise, corresponding to the type and quality of the original booking. The reimbursement is made up to the level of the cancellation costs that would have arisen through the immediate cancellation of the trip, though no more than EUR 1,500 per person.

7. What limitations of the insurance cover should be borne in mind?

1. Pre-existing conditions

The insurance does not cover illnesses which were known of at the time that the insurance was taken out and which had been treated in the six months before the insurance cover was taken out. Check-ups are not considered to be treatments.

2. Psychological reactions

HanseMerkur does not pay benefits for illnesses arising from a psychological reaction to terrorist attacks, air or bus accidents or the fear of civil unrest, acts of war, acts of God, illnesses or epidemics.

3. Foreseeability

HanseMerkur does not pay benefits if the insurance event was foreseeable at the time the contract was entered into.

4. War and other events

HanseMerkur does not pay benefits if the insurance event is caused by:
war, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, active participation in violence during a public assembly or demonstration.

8. When is a deductible due?

Unless otherwise agreed: In the event of an unexpected and serious illness which is treated on an out-patient basis, the deductible is equal to 20% of the recoverable loss, but no less than EUR 25 per insured person or room. However, this excess is waived if in-patient treatment at a hospital is required. No deductible is charged for all other events.

9. What should be borne in mind when an insured event occurs (obligations)?

1. Immediate cancellation

To keep costs as low as possible, you must, if an insured event occurs, cancel the trip immediately at the place it was booked.

2. Proof of level of damage

You must submit to us the original of all receipts showing the level of damage, e.g. the invoice for cancellation.

3. Proof of insured events

You must prove an insured event by presenting appropriate original documentation. Medical certificates must include the diagnosis and the dates of treatment. If HanseMerkur considers it necessary, we may request a specialist medical report to confirm that the insured person is unable to travel.

4. Consequences of non-compliance with obligations

The legal consequences of a breach of one of these obligations are stated in point 5.4 of the general section.

Travel accident insurance

1. What qualifies as an insured event (accident)?

1. Definition of accident

An accident has occurred if you involuntarily suffer damage to your health as a result of a sudden external event (accident) having an impact upon your body.

By extension, the cover also applies to health damage typical of diving, e.g. caisson disease or eardrum injuries, without an accident having to occur, i.e. a sudden external event having an impact upon the body. Death due to drowning or suffocation under water during diving is also considered an accident.

2. Extended accident concept

It is also considered an accident if due to increased exertion a joint is dislocated from limbs or the spinal column, or if muscles, tendons, ligaments, capsules on extremities or the spinal column are strained or rupture. The meniscus and discs are neither muscles, tendons, ligaments or capsules. They are therefore not covered by this section.

Increased exertion is a movement which extends the use of muscles beyond the normal activities of daily life. The determining factor for assessing the use of muscles is your individual physical condition.

2. What benefits are included in your travel accident insurance? What deadlines and other preconditions apply to the individual types of benefit?

1. Disability benefit

Disability is defined as physical or mental capacity being permanently damaged due to an accident. Impairment is considered permanent if it is expected to last longer than three years and no change in this condition is expected. If you suffer disability due to an accident, HanseMerkur will pay the disability benefit up to the level of the agreed insurance amount. The insurance amount is EUR 125,000.

- The disability must occur within 15 months of the accident and be confirmed in writing by a doctor.
- You must notify HanseMerkur of the disability claim within six months of the disability being identified. If you miss this deadline, any right to disability benefit lapses.
- Should you die as a result of the accident within a year of the insured event, no entitlement to disability benefit shall exist. In this event, HanseMerkur pays a death benefit (point 2.2), if this has been agreed.
- You receive the disability benefit as a one-time payment. The bases for the calculation of the benefit are the agreed insurance amount and the level of disability caused by the accident.
- The level of disability is based on the disability rating below, if the body parts or sensory organs are referred to there, and otherwise on the extent to which the normal physical or mental capacity has been permanently reduced (point 2.1 f). The determining factor is the accident-related state of health observable no later than the end of the third year after the accident. In the event of loss or complete loss of function of the following body parts or sensory organs, only the following disability levels apply.

Disability level:

Arm	70%
Arm above the elbow	65%
Arm below the elbow	60%
Hand	55%
Thumb	20%
Index finger	10%
any other finger	5%
Leg above the centre of the thigh	70%
Leg up to the centre of the thigh	60%
Leg to below the knee	50%
Leg to the centre of the lower leg	45%
Foot	40%
Big toe	5%
any other toe	2%

Eye	50%
Hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the event of partial loss or partial loss of functionality, the corresponding part of the disability level shown applies.

- For other body parts or sensory organs, the disability level depends on the extent to which the normal physical or mental capacity has been permanently reduced. The measure is compared to an average person of the same age and gender. The assessment is made exclusively from a medical viewpoint.

- There is a pre-disability if body parts of sensory organs had already been permanently impaired before the accident. This is assessed according to points 2.1 e and 2.1 f. The disability level is reduced by this pre-disability.

- Disability level when several body parts or sensory organs are impaired

Several body parts or sensory organs may be impaired as the result of an accident. In that case, the disability levels which were calculated according to the above provisions are combined. However, this cannot total more than 100%.

- If the insured person dies before the disability is assessed, HanseMerkur pays a disability benefit if the death occurs within the first year after the accident and is not related to the accident (point 2.1 c) and the other preconditions for the disability payment under point 2.1 are fulfilled.

HanseMerkur pays according to the disability level which would have been expected on the basis of the medical findings.

- There may be changes in the state of health after the assessment of the disability level. You and HanseMerkur are entitled to have the degree of disability re-assessed by a doctor on an annual basis. This right is open to you and to HanseMerkur only for a maximum of three years after the accident. If HanseMerkur wishes for a new assessment, we will inform you of this together with the statement on our benefit commitment. If you wish for a new assessment, you must inform HanseMerkur of this within three years after the accident.

Should the final assessment reveal a higher degree of disability than has already been paid by HanseMerkur, the excess amount shall bear an annual interest of 4%.

2. Death benefit

If death occurs within a year of the accident, HanseMerkur will pay the death benefit at the level of the agreed insurance amount:

The insurance amount is:

EUR 50,000 for adults

EUR 10,000 for children up to the age of 18

3. Costs for search, recovery or rescue efforts

Following an accident you have incurred costs for search, recovery or rescue efforts by public or privately organised rescue services or for the medically arranged transport of the injured person to the hospital or special clinic. HanseMerkur will reimburse demonstrable costs not assumed by a third party up to the level of the agreed insurance amount. The insurance amount is, unless otherwise agreed, EUR 1,250 per insured person.

3. What limitations of the insurance cover should be borne in mind?

1. Illnesses and ailments

HanseMerkur pays only for the consequences of accidents. These are injuries to health and their consequences caused by the accident. HanseMerkur does not pay benefits for illnesses and ailments.

2. Contributory effect

If illnesses or infirmities contribute to the damage to health caused by an accident or to the consequences thereof, the benefit shall be reduced by an amount proportionate to the illness or infirmity if this proportion is at least 25%. If illnesses or infirmities contribute to damage to health caused by an accident or to the consequences thereof, any

entitlement to benefits shall cease to exist if this proportion is more than 50% or if these events are explicitly excluded in point 3.3.

3. Accidents excluded from cover

There is no insurance cover for the following accidents:

- a) Accidents caused by impairment of consciousness or by strokes, epileptic fits or other seizures that affect the entire body. An impairment of consciousness is deemed to exist if your capacity to absorb and react is so impaired that you are no longer able to meet the requirements of the specific hazardous situation. Reasons for the impairment of consciousness may be:
- a health impairment
 - consumption of medicines
 - consumption of alcohol
 - consumption of drugs or other substances that impair consciousness

Exception:

If the impairment of consciousness or the seizure was caused by an accident under point 1.1, to which insurance cover under this contract applies. In these cases, the exclusion does not apply.

- b) Accidents suffered by you as a result of your deliberately committing or attempting to commit a crime.
- c) Accidents directly or indirectly caused by war, civil war, warlike events, civil unrest, strikes, nuclear energy, confiscation, removal or other interventions from authorities, acts of God or active participation in violence during a public assembly or demonstration.

Exception:

If you are travelling abroad and are unexpectedly affected by war or civil war. In this case, the exclusion does not apply.

Insurance cover then ceases at the end of the seventh day after the start of a war or civil war on the territory of the state in which the insured person is staying.

- d) Accidents
- as the pilot of an aircraft or sporting airborne device, if one is required to have a certificate for same under German law
 - as any other member of the crew of an aircraft
 - during work activities which need to be carried out using an aircraft.
- e) Accidents arising from the participation in a motor vehicle race.
- A participant is any driver, co-driver or passenger in the motor vehicle. Races are such racing events or thereby associated practice runs where the objective is the achievement of the highest speeds possible.

4. Excluded health impairments

There is no insurance cover for the following health impairments:

- a) Damage to spinal discs, as well as bleeding from internal organs and cerebral haemorrhage, if these health impairments were not primarily (more than 50%) caused by an accident in accordance with point 1.1.
- b) Health impairments due to radiation.
- a) Health impairments due to treatment measures or interventions in the body of the insured person, if these health impairments were not primarily (more than 50%) caused by an accident in accordance with point 1.1. Treatment measures or interventions include radiation for diagnostic and therapeutic purposes.

- d) Infections.

Exception:

If you are infected

- with rabies or tetanus,
 - with other pathogens that have entered the body not only through minor accident wounds. Accident wounds are minor if without the infection and its consequences they would need no medical treatment.
 - through such treatments or interventions for which exceptionally insurance cover applies (point 3.4 c).
- In these cases, the exclusion does not apply.
- e) poisoning as a result of ingesting solid or liquid substances through the gullet (entry of the oesophagus).
- f) health disturbances due to psychological reactions, even when these were caused by an accident.
- g) abdominal or inguinal hernias.

Exception:

If they arose through a violent external effect and the effect is covered by this policy. In this case, the exclusion does not apply.

4. What obligations does the insured person have after an accident?

The deadlines and other preconditions that apply to the individual types of benefit are set out in point 2. Following an accident you must observe the following rules of behaviour (obligations), since without your cooperation HanseMerkur is unable to provide benefit.

1. After an accident that is expected to lead to a benefit, you must call a doctor promptly, follow his or her instructions and inform HanseMerkur.
2. HanseMerkur will instruct doctors, if this is necessary to check your entitlement to benefit. You must allow these doctors to examine you. HanseMerkur covers the necessary costs and loss of income arising out of the examination.
3. To check the entitlement to benefit HanseMerkur may need information from doctors who treated you before or after the accident as well as from other insurers, insurance providers and authorities.
You must make it possible for HanseMerkur to obtain the necessary information. For this purpose, you may authorise the doctors and bodies mentioned to give HanseMerkur the information directly. Otherwise, you can obtain the information yourself and make it available to HanseMerkur. HanseMerkur will assume the doctor's fees that the insured person incurs in obtaining justification of the claim for benefit, up to 1% of the insured amount. Up to 1% of the respective insured amount can be used to cover costs for cosmetic operations and for search, recovery and rescue efforts.
Other costs are not covered by HanseMerkur.
4. If the accident leads to the death of the insured person, HanseMerkur must be informed within 48 hours. If required to check the eligibility for benefit, HanseMerkur has the right to arrange a post-mortem examination to be carried out by a doctor appointed by us.
5. Consequences of non-compliance with obligations
The legal consequences of a breach of one of these obligations are stated in point 5.4 of the general section.

International emergency call service when travelling

Our 24-hour emergency call service will assist you in an emergency. It is available worldwide 24/7, including Sundays and public holidays. We provide assistance in emergency situations during your trip.



Emergency call service when travelling:
+49 40 5555-7877

Important Information on your Insurance Policy

Insurance company's identity (name, address): HanseMercur Reiseversicherung AG (legal form: public company) Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany, Phone: 040 4119-1000, Fax 040 4119-3030
Entry in the trade register at: Amtsgericht (local court) Hamburg HRB 19768

Summons-suitable address and legally entitled representatives of HanseMercur Reiseversicherung AG: HanseMercur Reiseversicherung AG, Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany
Represented by the Board: Eberhard Sautter (Chairman), Eric Bussert, Holger Eshes, Johannes Ganser, Raik Mildner

MildnerCore business of HanseMercur Reiseversicherung AG, hereinafter called "HanseMercur":

HanseMercur insures risks which are related to travels.

Guarantee funds or other compensation regulations: There are no guarantee funds or any other compensation regulations applicable to the products described in this document.

Essential characteristics of the insurance: Depending on the scope of the selected insurance cover, HanseMercur provides benefits in accordance with the enclosed insurance terms and conditions.

The scope of the insurance cover is determined by the policyholder. More detailed information on the type and extent of the insurance cover selected by the policyholder can be found in the description of services and the insurance terms and conditions.

Once HanseMercur has acknowledged its obligation to pay benefits and has also established the amount payable, compensation will be paid within 2 weeks. This period is checked as long as HanseMercur is unable to examine the claim due to the fault of the insured person.

Total price and price components: The policy holder determines the scope of the insurance cover and the corresponding total insurance premium. The individual premiums for the components of the insurance cover are stated on the application form.

All the listed premium amounts include the statutory insurance tax valid at the time.

Additional costs, taxes or charges: Additional costs, taxes or fees, such as for the use of remote means of communication, do not apply (with the exception of the emergency assistance service). For calls from abroad: Telephone +49 40 5555-7877, For calls from within Germany: Telephone 040 5555-7877

Details of payment and fulfilment: The initial or single premium is – irrespective of the existence of a right of withdrawal – due immediately. Where renewal premiums have been agreed in the case of long-term insurance contracts, these are due on the agreed date. Where it is agreed that an annual premium may be paid in instalments, only the first instalment of the first annual premium shall be deemed the first premium. If the premium cannot be collected for a reason beyond the control of the policyholder, the payment shall still be deemed to be on time if payment is made immediately upon receipt of a written payment request from the insurance company. Further details can be found in the insurance documentation.

Limited period of validity of the information supplied: There is no limited period of validity of the information supplied.

Start of the contract, start of insurance coverage, length of the commitment period at the time of application: The contract will come into effect upon payment of the premium. Insurance coverage shall start at the time indicated by the policyholder, however not before payment of the premium. Where an annual insurance contract has been concluded, insurance coverage shall be provided for 56 days for all travel booked after conclusion of the contract. In addition, travel health insurance coverage shall not commence before crossing the national border into the area covered by the scope of cover. Further details on this can be found in the attached insurance terms and conditions.

Please see the attached insurance terms and conditions for the preconditions for taking the insurance. No commitment period is foreseen.

Important note in accordance with § 37 para 2 VVG: If an insurance event occurs after the policy has been taken out, but the single or the initial insurance premium has not been paid at this point in time, HanseMercur shall not be obliged to pay benefits, unless non-payment is not the policy-holders fault.

If you have agreed to the premium being collected from your account, this shall take place as soon as the mandate is set up quoting the mandate reference, using the SEPA direct debit procedure. The SEPA mandate reference is identical to your insurance policy number. The payment is considered to have been made in a timely manner if the premium can be collected on or before the due date specified in the insurance policy, and you have not revoked your direct debit mandate.

Revocation instruction

Right of withdrawal: You are entitled to cancel insurance contracts with a duration of at least one month within 14 days in writing or electronic form (e.g. letter, fax, email) without stating any reasons. This time limit begins when you receive the insurance policy, including the general insurance terms and conditions as well as the additional information pursuant to Article 7 (1) (2) of the Insurance Contract Act (VVG) in conjunction with Articles 1 to 4 of the VVG Information Duties Regulation as well as this guidance, all in writing or electronic form. However, for contracts agreed electronically, it does not start before the duties of HanseMercur under Article 312i (1) sentence 1 of the German Civil Code in conjunction with Article 246c of the Introductory Act to the German Civil Code have been fulfilled. To meet the cancellation deadline, it is sufficient to submit the cancellation in a timely fashion.

The cancellation should be sent to: HanseMercur Reiseversicherung AG, Siegfried-Wedells-Platz 1, 20354 Hamburg, Email: reiseinfo@hansemur.de, Fax: 040 4119-3030.

Consequences of withdrawal: In the event of effective withdrawal, the insurance cover ends and HanseMercur will repay the contributions made. The repayment of contributions that is due will be made immediately, and no later than 30 days after the notice of cancellation is received. If the insurance cover does not start before the end of the cancellation deadline, effective withdrawal means that benefits received must be repaid with any benefits obtained (e.g. interest).

If you have effectively exercised your right of withdrawal under Article 8 of the Insurance Contract Act, you are also no longer bound by any contract associated with the insurance contract. There is an associated contract if it contains a reference to the contract from which you have withdrawn and relates to a service by the insurer or a third party on the basis of an agreement between the third party and the insurer. No contractual penalty may be agreed or demanded.

Special notes: Your right to withdraw ends if the agreement has been entirely fulfilled at the explicit wish of both you and HanseMercur, before you have exercised your right to withdraw.

End of the revocation instruction

Information on the duration of the insurance: The contract is limited in accordance with the selected duration.

End of contract, right of termination, processing fee: Where insurance is taken out for a one-off event, the contract will end in the case of travel cancellation insurance upon commencement of the trip and, for all other types of insurance, at the end of the trip or the agreed end of the contract. Where an annual insurance contract has been concluded, the contract shall be extended by a further year if it is not terminated in writing within 3 months by you or by HanseMercur prior to expiry.

Legal system and place of jurisdiction: German law shall govern the contractual relationship. Lawsuits against HanseMercur can be filed in Hamburg or wherever the policy-holder has his/her residence at the time of filing the lawsuit or failing a residence, wherever he/she normally stays.

Contract language: The prevailing language of this contractual relationship and communication with policy holders during the contractual period of validity shall be German.

Extrajudicial complaints and arbitration procedure: If an agreement with HanseMercur fails, arbitration attempts and complaints can be launched at the following regulatory authorities:

For travel health insurance:

Ombudsmann Private Kranken- und Pflegeversicherung,
Postfach 06 02 22, 10052 Berlin, www.pkv-ombudsmann.de

For any other insurance:

Versicherungsombudsmann e.V., Postfach 08 06 32, 10006 Berlin,
www.versicherungs-ombudsmann.de

This does not affect the right to take legal action.

Complaints can also be launched at the relevant regulatory authority: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn, www.bafin.de

PORSCHE

EXPERIENCE

**Vehicle Hire Contract
Porsche Experience**

between AVANTGARDE Experiences GmbH, Atelierstr.10, D-81671 Munich, Germany
- hereinafter referred to as „AVANTGARDE Experiences“-

and

Surname First name

Address

- hereinafter referred to as "Customer" -

Driving license ID of the customer Identification card no. of the customer

I. Leasing object

AVANTGARDE Experiences provides the customer with the Porsche vehicles designated below (hereinafter also referred to as „Vehicle“ in the event that more than one Vehicle is provided) in accordance with the terms of this Rental Agreement („this Agreement“).

See list on site License Plate
Model

II. Intended purpose

The customer receives the vehicle for the Porsche Travel Experience _____
Eventname

III. Terms of lease and leasing fee if applicable

1. The term of the lease is from _____
Event date range
2. The vehicle is provided as part of the event participation. The rental is part of the package price.

IV. Type of lease and use

1. Leasing of the vehicle – within the limits of item II. – is done for its use within the usual scope by the tenant himself. Only this person is authorized to drive the vehicle.
2. A transfer of the vehicle to third parties without prior written consent by AVANTGARDE Experiences is inadmissible. In addition, the customer acknowledges that the vehicle is the sole property of Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart, Germany (hereinafter referred to as „Porsche“) and guarantees to refrain from any and all disposal of the object hereunder. The customer shall use all legal means to prevent any attempts by third parties to gain access to the vehicle and shall immediately inform AVANTGARDE Experiences of any such attempts.
3. The customer declares to be in possession of a valid driving license. Furthermore, the customer declares to sign a disclaimer in favor of Porsche and to hand it over to AVANTGARDE Experiences.

4. The customer undertakes to treat the vehicle properly and carefully, to maintain it properly and to use it only in a condition in which it is safe to operate. In addition, the customer shall further protect the vehicle in an appropriate manner against damage and theft.

V. Liability of the Customer

The customer undertakes to treat the vehicle properly and carefully, to maintain it properly and to use it only in a condition in which it is safe to operate. In addition, the customer shall further protect the vehicle in an appropriate manner against damage and theft.

VI. Third-party liability insurance

The vehicle is licensed under the name of Porsche and is covered by third-party liability insurance. For the countries of the European Economic Community and Switzerland, the amount of coverage shall be as prescribed by law in the respective country, but at least a lump sum of EUR 100 million per loss event for bodily injury, property damage and financial loss (in the case of bodily injury, however, not more than EUR 12 million per injured person for passenger cars and not more than EUR 8 million per injured person for other vehicles). For other countries, the motor vehicle liability insurance covers a lump sum of EUR 8 million per loss event for bodily injury, property damage and financial loss; the insurance cover does not extend to claims arising from contractual penalties, fines and punitive or exemplary damages.

VII. No comprehensive vehicle damage insurance, notification of damage

1. A fully comprehensive insurance does not exist. However, with regard to damage to the vehicle that has not occurred due to gross negligence or intent on the part of the customer, the customer shall be placed in the same position as if fully comprehensive insurance

without excess

with an excess of EUR _____ per claim for the vehicle
Amount

had been taken out. The amount of damage is finally determined by an independent expert.

2. Damage claims are to be reported to AVANTGARDE Experiences immediately, at the latest, however, within 3 days, in the case of accidents by stating:
 - Date, time and place of the accident,
 - Driving licence of the driver (class, issuing authority, date of issue)
 - Address and insurance number of the other party/parties involved in the accident and the registration numbers of the vehicles involved in the accident
 - Accident report (detailed including illustration) and name and address of possible witnesses,
 - Extent of damage (injury, death, property damage) and
 - Current location of the vehicle

III. Limited liability of AVANTGARDE Experiences, release from liability No comprehensive vehicle damage insurance, notification of damage

1. AVANTGARDE Experiences is liable for damages - regardless of the legal reason - only in case of wilful intent and gross negligence. In case of slight negligence AVANTGARDE Experiences is only

liable for damages resulting from injury to life, body or health as well as for damages resulting from the breach of an essential contractual obligation (i.e. an obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, the liability of AVANTGARDE Experiences is limited to the compensation of the foreseeable, typically occurring damage.

2. Legal claims arising from the German product liability act shall remain unaffected.
3. Claims cannot be asserted against employees and vicarious agents of AVANTGARDE Experiences insofar as claims against AVANTGARDE Experiences itself do not exist.
4. The customer shall indemnify AVANTGARDE Experiences and Porsche against claims of third parties to the extent that and as long as Porsche's liability insurance does not cover the damage. Cases in which the insurer is required to settle a claim but is entitled to recourse against the renter or a driver on the basis of statutory provisions shall not affect AVANTGARDE Experiences and Porsche.
5. The customer shall indemnify AVANTGARDE Experiences and Porsche against all claims arising from the violation of laws, ordinances or other regulations in connection with the use of the vehicle by him or a third party. AVANTGARDE Experiences and Porsche shall be entitled to make payments in the event of a claim and to take recourse against the renter.

IX. Orders of authorised agents during driving events

The instructions of the AVANTGARDE Experiences representatives at driving events (e.g. as part of the Porsche Experience), which serve the safe execution of the driving event, must be followed. This applies accordingly to any other safety-related instructions issued by AVANTGARDE Experiences representatives.

X. Condition at receipt

The customer confirms with his signature the proper condition of the vehicle upon takeover. Upon receipt of the vehicles, the renter is obliged to immediately report any damage to AVANTGARDE Experiences.

XI. Inquiries by authorities

As the owner of the vehicle, Porsche is entitled to disclose the name and private address of the customer in response to written inquiries from a domestic or foreign authority regarding criminal offences or administrative offences in connection with the use of the vehicle. The customer is also obliged to provide Porsche with names and private addresses for this purpose; Porsche is also entitled to hand over this data in the event of requests from authorities as defined above.

XII. Return of the vehicle

1. At the end of the rental period, the vehicle must be returned to AVANTGARDE Experiences.

at the place of takeover

at the agreed place of return

2. In case of untimely return, the customer is liable for any damage caused to AVANTGARDE Experiences from withholding possession.

XIII. Place of performance, place of jurisdiction, other provisions

1. Amendments and supplements to this agreement must be made in writing to be effective. Verbal collateral agreements do not exist. The requirement of the written form can only be waived in writing.
2. Should one or more provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision as far as possible by a provision which is now valid and comes as close as possible to the economic result and to place each other in the same position as if this provision had been agreed at the time of invalidity. The same shall apply analogously in the event of a gap in the contract.
3. The place of performance shall be Stuttgart.
4. The parties agree that the registered office of AVANTGARDE Experiences GmbH shall be the exclusive place of jurisdiction for all disputes arising from and in connection with this contract, provided that (i) the renter is a merchant within the meaning of the German Commercial Code or (ii) the renter has no general place of jurisdiction in the Federal Republic of Germany or has transferred its place of jurisdiction abroad. Acceptance of charging in the event of damages

The Data Privacy Policy for the Hiring Contract can be found here:
www.experience.porsche.com/privacy-policy.

_____	_____
Surname, First name	Email

Address	
_____	_____
Place, Date	Signature

PORSCHE

EXPERIENCE

**Exclusion of liability
Porsche Experience**

For the benefit of AVANTGARDE Experiences GmbH, Dr. Ing. h.c. F. Porsche AG, their officers, employees, workers, representatives and vicarious agents (hereinafter the Beneficiaries), the undersigned declares on this form on the occasion of the execution of the Porsche Experience events (includes all Porsche Travel Experience and Porsche Ice Experience events), specifically:

Event name

Event date range

his/her agreement to the following:

1. The participants (including the driver, co-driver/passenger, owner, holder) take part in the event at their own risk. They bear sole responsibility under civil and criminal law for any damages caused by them or to the vehicles they use.
2. The participant (including the driver, co-driver/passenger, owner, holder) herewith agrees that the Beneficiaries are not liable to him/her for claims resulting from any type of damage caused in connection with the event, with the following exceptions:
 - The exclusion of liability does not apply if the Beneficiaries are grossly negligent or act with malicious intent, or in the event of loss of life, physical injury or damage to health
 - Likewise, it does not apply if statutory compensation claims are asserted due to default or non-performance for which the Beneficiaries are responsible, nor does it apply in the event of mildly negligent violation of significant contractual obligations; however, in such cases, liability shall be limited to compensation for damage which is typically fore seeable at the time of contract conclusion
 - Likewise, it does not apply if the Beneficiaries fraudulently conceal a fault or assume a guarantee. The same applies to the Participant's claims under product liability law.
3. Insofar as a waiver or limitation of liability is agreed as above, the signatory hereby agrees to this not only in his own name, but also on behalf of any accompanying persons, helpers, possible alternative vehicle owners as well as all natural or legal persons to which the claims may pass in the event of an incident.
4. If the persons represented by the signatory do not agree to this, the signatory shall indemnify the Beneficiaries from all claims that are brought against them on the grounds of the invalidity of the above liability clause.
5. The signatory fully indemnifies the Beneficiaries from all third-party claims brought against the Beneficiaries as well as all costs relating to a reasonable legal defense if a claim is raised against the Beneficiaries on the grounds of a damaging event caused by the signatory.
6. The exclusion from liability takes effect for all those involved when the form is submitted. The liability waiver applies to all claims based on whatever legal basis, particularly claims for compensation relating to contractual and non-contractual liability and to claims relating to illicit action. Exemptions from implied liability remain unaffected by the above exclusion from liability.

Exclusion of liability Porsche Experience

7. Some insurance companies withhold the adjustment of liability and collision losses which participants suffer with their cars during competition-like driving at the events. This, in turn, could make it possible that, in case of damages, there is no right of recourse against the person responsible or the insurance company. For this reason, we recommend you consult with your insurance company whether you and your car are covered by insurance during this event. The organizer has not taken out motor liability or collision insurance for the participants and their cars. By signing this document, the Participant confirms they have taken note of this advice.
8. This agreement is subject to the law of the Federal Republic of Germany.

I confirm that I have read and agree to the Porsche Experience disclaimer.

Place, Date

Name, Surname

Signature

PORSCHE

EXPERIENCE

Consent to the creation, processing and publication of photos/video recordings

Dr. Ing. h.c. F. Porsche AG ('Porsche AG') would like to produce photos, video and audio recordings ('Recordings') of you as part of the Events

Event Title

Event Date

and use them for its internal and external corporate communications.

The creation, processing and publication of Recordings and the personal data contained therein will be carried out on the basis of this voluntary declaration of consent.

The consent may be revoked – even just partially (e.g. in relation to a specific photo) – from Porsche AG without providing any reasons and with effect for the future. Within a reasonable period of time, the Recordings will then be deleted or edited in such a way that the relevant person can no longer be identified. Analogue media that has already been produced will be used up, if removal or editing is not required in an individual case due to legitimate interests.

Porsche AG points out that an online publication is international and that it cannot be ensured that all Recordings – e.g. in the case of a revocation – can be removed without a trace. In addition, the Recordings from an online publication can be found via search engines.

Further information on the processing of personal data by Porsche AG and your rights as a data subject can be found online at: <https://www.porsche.com/international/privacy/>.

I hereby consent to, Recordings of myself being produced by Porsche AG itself or authorised representatives, in particular by AVANTGARDE Experiences GmbH, as part of the Event

Event Title

Event Date

and processed as follows:

- Long-term storage of Recordings on the internal servers of Porsche AG as well as cloud-based by authorised third parties.
- Distribution via the internal media of Porsche AG, namely on the Porsche intranet, in presentations and as part of project documentation.
- Publication on the channels of Porsche AG, namely on social media networks (Instagram, Facebook, YouTube, LinkedIn, Twitter), on Porsche websites (in particular <https://experience.porsche.com> and www.porsche.com), in the Porsche newsletter and in the Porsche Experience STORIES magazine.
- Transfer to AVANTGARDE Experiences GmbH and Manthey-Racing GmbH for long-term storage and publication in relation to the marketing of Porsche Experience events on behalf of Porsche AG via websites dedicated to this purpose (in particular <https://experience.porsche.com/en/home>), in the Porsche Experience newsletter and in promotional materials (print).
- Transfer for publication for editorial use in analogue and digital media.

Insofar as the Recordings contain references to my ethnic origin, religion or health (e.g. skin colour, head-dress, glasses), my consent also extends to this information. The Recordings may be edited or modified (e.g. montage, combination of images, text or graphics, photo-technical manipulation) provided that my personal rights are not violated.

Consent to the creation, processing and publication of photos/video recordings

In addition, I declare that I forego any entitlement to remuneration for the creation and aforementioned types of usage of the Recordings, as well as any entitlement to use the Recordings for my own or any other purposes.

This declaration is subject to the law of the Federal Republic of Germany.

Place, Date

Surname, First name

Signature

PORSCHE

EXPERIENCE

**Join the Porsche
Experience
Newsletter**

We, Dr. Ing h.c. F. Porsche AG, would like to keep you informed of Porsche Experience events, offers and products from the tour operators cooperating with us (AVANTGARDE Experiences GmbH – current partner company for Porsche Travel and Ice Experience: Manthey-Racing GmbH – current partner company for the Porsche Track Experience). Below, you can choose the communications channels with which you would like to be contacted:

- Email** – I would like to be kept informed of the latest events and offers through the newsletter
- Post** – I would also like to receive free advertising, such as the annual Porsche Experience magazine, by post

When emails are sent, they may be analysed to determine whether the messages were delivered, opened and which links were clicked on in order to adapt future messages accordingly. We do not offer individual support for all aspects of the Porsche Experience without these optimisation and personalisation measures.

I am particularly interested in the following offers from partner companies:

- Porsche Travel Experience**
- Porsche Track Experience**
- Porsche Ice Experience**

I may revoke the consent I have granted above at any time with future effect. For Email you can do this at any time by clicking on the (“unsubscribe”) link which you will find at the end of each newsletter.

More information

Your main contact for consent, revocation and queries is Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart; a short message by post or by email to datenschutz@porsche.de is sufficient. You can make changes to your customer profile at any time. To do this, log in at experience.porsche.com.

You can find further information on data processing and personalisation in the area of Porsche customer and prospect management in our Privacy Policy (<https://experience.porsche.com/privacy-policy>).

_____	_____
Surname, First name	Email

Address	
_____	_____
Place, Date	Signature