

## **Audi ice experience - Terms and Conditions**

### **1. Terms and Conditions**

a) The Terms and Conditions in this document will form the basis of the contract for the Driving Experience and are intended to avoid any confusion or dispute between you and us.

b) In these Terms and Conditions, various words have the meanings detailed below:

Booking Form means the booking form or online registration by which You order the Driving Experience; Confirmation means the confirmation of booking which we send you to confirm your booking of the Driving Experience;

Car means the Audi car(s) (whichever we choose in our sole discretion) which will be used for the Driving Experience;

Drivers means the drivers (or any one of them) who will be undergoing the Driving Experience including, if applicable, you;

Driving Experience means the driving experience to be provided as detailed in our Confirmation; You, your means the customer named on the Booking Form; Us, we, our means Audi (of New Zealand).

### **2. Booking of the Driving Experience**

a) We are not bound to accept any booking until we provide our Confirmation.

b) Payment of the Driving Experience must be made in full with each Booking Form.

c) Whilst every effort will be made to provide the experience on the dates requested on the Booking Form, the exact dates will be as stated on the Confirmation. In the event that you do not wish to accept those dates, you should notify us immediately (or at the latest within 24 hours of receipt of Our Confirmation) and we will refund any money which You have already paid Us.

d) If we are not able to accommodate the number of drivers which you have specified on the Booking Form, we will notify you as soon as possible and refund the money which you have already paid us.

e) You may request a change in date of the Driving Experience up to 1 month before the date of the Driving Experience at no additional cost but subject to availability.

### **3. Transport**

a) Transport to and from Queenstown is the driver's own responsibility.

b) Should flights be cancelled into Queenstown, Audi of New Zealand will make all efforts to move the participant into another session. Audi of New Zealand will not be responsible for any costs associated with travel arrangement changes as a result of this. We highly recommend flexi fares and travel insurance is purchased.

c) Transport to and from Queenstown airport is the driver's own responsibility unless stated otherwise.

### **4. Cancellation**

a) If You wish to cancel the Driving Experience:

I. at any time up to eight weeks before the date of the Driving Experience, we will charge you a cancellation fee of 100% of the total costs of the Driving Experience; and any such cancellation must be made in writing to us.

II. at any time before the eight weeks, a processing and handling fee will be charged.

b) If you do not attend the Driving Experience and we have not received any written cancellation from you, you will not be entitled to any refund.

c) Any refunds or changes to your ticket resulting in a refund will incur a processing and handling fee.

### **5. Drivers**

- a) All Drivers must be aged at least 21 and be in good health. All Drivers must be free from any medical condition or illness which may affect or impair the Driver's ability to drive the Car.
- b) All Drivers must hold a current valid NZ driving licence and will be required to produce their driving licence prior to the commencement of the Driving Experience. Any Driver who fails to produce a valid driving licence prior to commencement of the Driving Experience will not be permitted to undergo the Driving Experience. Provisional licences and copies of licences are not acceptable to Us.
- c) All Drivers are required at all times to drive the car in a careful and safe manner and to follow the instructions of their instructor. You will be liable for your acts and omissions and, in particular, your failure to drive the car in accordance with this paragraph.
- d) We reserve the right to refuse to allow any Driver to drive or carry on driving if in our reasonable opinion any such Driver appears unfit to drive for any medical reason or due to the influence of alcohol or drugs or disregards safety instructions or the instructions of any instructor. We will not pay any refund or permit a substitute Driver in the event that we refuse to permit any driver to drive or carry on driving because of the reasons set out in this paragraph.
- e) A participant who is under 21 years of age on the date of the event (a Minor") will not be covered by any insurance policy taken out for the vehicles provided by the organiser. In the event that the minor causes damage to any vehicle(s) provided by the organiser, the minor will indemnify the organiser for the full cost of repair or replacement (as the case may be) of the vehicle(s).
- f) All persons attending the event must not be under the influence of alcohol or drugs. Persons participating in the event, including those spectating within 100 metres of any driving track area must have a breath-alcohol reading of zero (0) based on testing on a Audi NZ supplied breath alcohol test device. Audi NZ reserves the final right to exclude the participation of any person suspected or proven to be under the influence of alcohol or drugs. No refund shall be given in cases where a person has a reduced volume of driving or cannot drive at all due to alcohol or drug issues. Persons not agreeing to submit to the breath alcohol test will not be allowed to participate in any part of this event.

## **6. Insurance**

- a) Every care is taken to ensure the safety of all drivers. However, due to the nature of the Driving Experience and the high-performance characteristics of the car some degree of risk is involved.
- b) You will be required to sign a disclaimer and indemnity prior to the commencement of the Driving Experience.
- c) We shall be responsible for arranging third party liability and public liability insurance which is provided subject to certain terms and conditions (a copy available upon request). Our insurance is compulsory and we will not accept any other form of insurance.
- d) Vehicles supplied for use at this event are insured under a policy of the vehicle owner/s. Any careless/negligent use (at the sole discretion of Audi NZ) of the vehicles by any person participating in this event that leads to damage of one or more vehicles will require the participant/s to pay Insurance Excess/s for the damaged vehicle/s. An insurance excess of 10% of vehicle's cost price will be charged – the excess shall be a minimum of \$5,000 and maximum of \$10,000, all values excl GST. Audi New Zealand shall be responsible for seeking compensation from individual participants for the cost of any excess.

## **7. Cancellation by Us**

- a) Every effort will be made to ensure that the Driving Experience is carried out in accordance with the confirmation. However, we reserve the right to cancel the Driving Experience or modify it in the event that adverse weather conditions or global events render it in our opinion unsafe to carry out the Driving Experience. Furthermore, we may cancel the Driving Experience if due to reasons beyond our reasonable control we are unable to provide cars or instructors.
- b) In the event that we cancel the Driving Experience before the Driving Experience commences, we will notify you immediately. We will rearrange the Driving Experience to be provided on a mutually convenient time or date, or, if you prefer, will refund to you all money which you have paid to us excluding those costs incurred by us for your accommodation and Jacket (if applicable to your ticket). We will not be liable for any other expenses which you may have incurred.
- c) If We cancel the Driving Experience after the Driving Experience has commenced, we will either rearrange the remaining the Driving Experience to be conducted on a mutually convenient date or refund to you part of the price taking into account your accommodation costs incurred, the Driving Experience undertaken prior to cancellation and the scheduled duration of the Driving Experience. We will not rearrange the Driving

Experience or make any refund if we cancel the Driving Experience for a reason stated in paragraph 5(d) and if 70% of the scheduled time of the Driving Experience has already been undertaken.

#### **8. Driving Experience**

- a) You will be required to check-in on the day of the Driving Experience at least 30 minutes before the scheduled start time in order to receive the pre-drive briefing. You will not be allowed to commence the Driving Experience if you have not attended the full pre-drive briefing.
- b) We do not make any statement that Drivers will achieve any particular standard or competency following the Driving Experience or that the Drivers will be competent to drive cars of the same or similar type as the car.
- c) Times stated in respect of the duration of the Driving Experience are estimates only. The Driving Experience may be for a shorter or longer period and you should treat any times stated by us as estimates only.
- d) We will not be liable for any loss of damage caused during the Driving Experience unless it is our fault. Our liability for death or personal injury caused by our negligence is not restricted or excluded in any way.

#### **9. Mobile Phones and PDA's**

You will not be allowed to use either a mobile phone or PDA at any time while driving. Failure to comply with this request may result in dangerous or hazardous situations to both you and other Drivers and you being removed from the Driving Experience.

#### **10. General**

It is our intention that all terms of the contract between you and us in respect of the Driving Experience are contained in this document. However, if you are a consumer, your rights provided under statute are not affected by anything contained in this document.