



General terms and conditions for AUDI AG driver training and driving experiences as part of the Audi driving experience and at conferences at the Audi driving experience center (“GTCs”)

Contents:

Part A: AUDI AG general terms and conditions for driver training/driver experiences with the Audi driving experience. Part

B: AUDI AG general conditions for conferences in the Audi driving experience center

A. AUDI AG general terms and conditions for driver training/driver experiences with the Audi driving experience.

I. Elements of the regulations, area of application

1. This part of the GTCs contains the general terms and conditions that govern what AUDI AG travel services provides to its customers as part of the driver training/driver experiences with the Audi driving experience. (“**GTC Part A**”)
2. For the driver training sessions/driving experiences (Audi driving experience, “**ADE**”) organised by AUDI AG, the regulations in the General Terms and Conditions Part A shall apply and thus apply to
 - Driver training sessions/driving experiences (ADE);
 - Driver training sessions/driving experiences (ADE) in combination with at least one other travel service pursuant to § 651a para. 3 BGB (German Civil Code), e.g. hotel accommodation (“**package tour**”).ADEs and package tours are also referred to here as “**trips**” as well as an “**event**”.
3. Clause II of these GTCs Part A applies in particular to the provision of travel services to individual customers as well as to companies that allow customers or employees to participate in the trip free of charge (“**incentive customers**”).
4. If AUDI AG provides travel services to companies that resell the travel services for a fee (“**resellers**”), then the provisions in III these GTCs Part A shall apply.

II. Conditions for individual customers and incentive customers

1. Contractual partner, conclusion of the contract, order of priority of the regulations

1.1. Contractual partner

1. The travel contract is between the (“traveller”) and AUDI AG, Auto-Union-Straße 1, 85057 Ingolstadt.

1.2. Contract conclusion

- 1.2.1. The trip can be booked by individual customers with AUDI AG registering online on the website provided by AUDI AG for this purpose.
- 1.2.2. By submitting the online registration on the AUDI AG website, the traveller offers AUDI AG the binding conclusion of the travel contract (offer). The offer is deemed to have been submitted on the website when the traveller clicks “Book now” after entering all the required information. The basis of the offer of the traveller are the components of the travel contract included at the time of submission. Before submitting an order, the traveller can check his information and correct input errors either directly in this overview or by clicking “Back”.
- 1.2.3. AUDI AG reserves the right to accept the offer submitted via the website. In particular, AUDI AG is free to allocate the number of trips and to allocate the bookable trips at its own discretion or in consideration of special circumstances (e.g. safety aspects).
- 1.2.4. Upon completing the order process, the traveller will receive a confirmation of receipt by e-mail to the e-mail address provided during the booking process, which contains all essential information about the travel services. This confirmation does not yet constitute acceptance of the traveller’s offer.
- 1.2.5. The acceptance of the traveller’s offer by AUDI AG takes place through express declaration to the traveller (booking confirmation) or execution of the travel contract with the traveller (e.g. transmission of payment request).
- 1.2.6. In the case of incentive customers, the travel contract is concluded by means of an offer from AUDI AG and a written order from the incentive customer (acceptance).
- 1.2.7. The information on AUDI AG tours provided in brochures, catalogues or on the website does not constitute a binding offer of a contract on the part of AUDI AG. Such information is merely intended to interest the traveller to make an offer to conclude a contract (invitatio ad offerendum).
- 1.2.8. Upon or immediately after conclusion of the contract, the traveller will receive by e-mail to the e-mail address given at the time of booking all essential information about the services he has booked and the contract.
- 1.2.9. If the contract is concluded by means of electronic commerce, the text of the contract and the registration data will be stored, but they can no longer be retrieved after the booking has been completed.
- 1.2.10. German and English are available for concluding the contract.

1.3. Priority

- 1.3.1. The travel contract for individual customers consists of the travel description, the booking confirmation and these GTCs Part A, in descending order of priority.
- 1.3.2. The content of the travel contract for incentive clients is determined by the provisions made in the offer and, subordinately, by these GTCs Part A.

2. Requirements for participation, conditions of implementation

- 2.1. Participation in certain components of the trip may be subject to further conditions or rules (e.g. house rules, user rules, participation requirements). Those take precedence over these terms and conditions for the subjects regulated therein. If, according to the travel contract, participation depends on qualifications or is only offered to certain groups of participants, these requirements must be made in a credible manner to AUDI AG on request by submitting suitable evidence.
- 2.2. Participants who are registered as drivers must be in possession of a valid driving licence for passenger cars at the time of the event. Drivers must allow AUDI AG to inspect their driving licence at the start of the event. Should the driver’s licence be revoked before the event, the passenger undertakes to inform AUDI AG immediately.
- 2.3. The minimum age for participation in the events offered is 18 years. A different minimum age may be specified for certain courses or vehicles. If ADE also includes drives on public roads, participants must be at least 23 years of age at the time of the event or be accompanied by a person at least 23 years of age during the entire journey.
- 2.4. The vehicles for ADE will be provided by AUDI AG. There is no entitlement to a specific vehicle unless it has been expressly confirmed. With the confirmation of a desired vehicle type, AUDI AG only does its best to fulfil the request; the allocation is in particular subject to actual availability. AUDI AG is entitled at any time to provide participants with a vehicle of equivalent value. Unless otherwise stated, the vehicles will be occupied by two people at each event.
- 2.5. During rides, participants are required to wear seat belts at all times and helmets if instructed to do so by the instructor team. The helmets are provided by AUDI AG in these cases.
- 2.6. Participants must behave in a disciplined manner during ADE activities. Instructions of the instructor team must be followed at all times.
- 2.7. Participants in ADE are strictly forbidden to drink alcohol (0.0 pro mille) or take drugs during driving times, nor either to take medication or other substances that impair or could impair their ability to drive. Participants must ensure compliance with these regulations. If participants suffer from health or other impairments that could affect the safety of the event for themselves or others, they will not be permitted to participate.
- 2.8. If an ADE takes place on public roads, participants are obliged to comply with all traffic regulations, in particular speed limits. Fines and penalties are the sole responsibility of the participant.
- 2.9. In the following cases, AUDI AG reserves the right to exclude participants from an ADE if this appears appropriate in the specific case:
 - Failure to comply with the conditions according to clauses II 2.2, 2.3, 2.5 to clauses II 2.8 of these GTCs Part A;
 - Endangering oneself or third parties in any other way.

The tour price shall remain unaffected by this. AUDI AG will, however, take into account the value of what it saves as a result of the failure to provide the service, what it acquires through other use or gains through maliciously refraining. Any additional costs shall be borne by the excluded participant himself.

3. Due date, payment, withdrawal in the event of late payment

- 3.1. The tour price is due 30 days before departure, but not before the traveller has received the written booking confirmation, an invoice for the tour price and, in the case of a package tour, the security certificate within the meaning of § 651r para. 4 BGB.
- 3.2. The following payment methods are accepted: Bank transfer, settlement with voucher.
- 3.3. If payment is not made on time, AUDI AG is entitled, after unsuccessful warnings with further deadlines, to withdraw from the contract and to demand compensation for damages in accordance with the clauses II 5.3 or II 5.4 of these GTCs Part A, provided that there was not already an issue entitling withdrawal at this time. The traveller is at liberty to prove that AUDI AG has actually incurred no damage or significantly minimal damage. In such a case, the traveller shall not be entitled to any claims against AUDI AG.

4. Accident insurance and liability of the participant

- 4.1. AUDI AG shall take out accident insurance for participants to cover the risk of accidents occurring during the events (benefit in the event of death EUR 100,000 and full disability EUR 200,000). The accident insurance is included in the registration fee.
- 4.2. The participants are liable to AUDI AG up to an amount of EUR 5,000 for damage to the vehicles provided by AUDI AG outside of public road traffic, and up to an amount of EUR 1,000 per claim for damage in public road traffic. In each case, the participants are permitted to prove that no damage or a reduction in value has occurred at all or to a significantly minimal extent. AUDI AG may release the participants from this obligation if the damage occurred in a driving exercise during which the participant demonstrably followed the instructions of the instructor team.
- 4.3. The participants are liable without limitation for intentional or grossly negligent conduct in accordance with the statutory provisions.
- 4.4. The participants may only let a third party use the vehicle within the scope of the subject matter of the contract and only with the prior express consent of AUDI AG. In the event that a vehicle is provided contrary to sentence 1, the driver shall not be covered by insurance under clause II 4.1 Part A of these GTCs.
- 4.5. AUDI AG recommends that participants take out travel cancellation insurance and insurance to cover the costs of assistance, including return travel in the event of accident, illness or death.

5. Withdrawal or cancellation by the traveller(s) before the start of the journey

- 5.1. The traveller may withdraw from the contract (cancellation) at any time before the start of the event by declaring this to AUDI AG.
- 5.2. AUDI AG recommends that cancellations be made in writing by post, e-mail or fax to the contact details given in the online registration or in the event description. The time of the cancellation is determined by its receipt by AUDI AG.
- 5.3. If the traveller cancels before the start of the trip or does not take part in the trip, he will be charged the following cancellation fees instead of the price of the trip:

for events with hotel accommodation

up to 91 days before event begin	10% of the participation fee, but a maximum of EUR 150.00 per participant
as of the 90th day before event begin	25% of the participation fee
as of the 60th day before event begin	50% of the participation fee
as of the 30th day before event begin	75% of the participation fee
as of the 3rd day before event begin or in case of a no-show at the event	100% of the participation fee

for events without hotel accommodation

up to 31 days before event begin	10% of the participation fee, but a maximum of EUR 50.00 per participant
as of the 30th day before event begin	25% of the participation fee
as of the 15th day before event begin	50% of the participation fee
as of the 7th day before event begin	75% of the participation fee
as of the 3rd day before event begin or in case of a no-show at the event	100% of the participation fee

- 5.4. AUDI AG may also, instead of the flat-rate cancellation fees specified in clause II 5.3 Part A of these GTCs, demand compensation calculated in accordance with § 651h, para 2 (2) BGB.
- 5.5. The traveller shall have the right to prove that AUDI AG has not incurred any damage or that the damage is significantly less than the calculated cancellation fee.
- 5.6. AUDI AG shall be entitled to offset the amount calculated in accordance with clause II 5.3 or clause II 5.4 of these GTCs Part A, against travel prices already paid. Otherwise, travel prices already paid shall be refunded to the traveller(s).
- 5.7. If the booking was made partly on the basis of a voucher, the amount resulting from clause II 5.3 or clause II 5.4. of these GTCs Part A will first be offset against the payments made. Should the amount according to clause II 5.3 or clause II 5.4. of these GTCs Part A be higher than the payment made, the difference will be deducted from the value of the voucher. If the booking was made entirely on the basis of a voucher, the amount pursuant to clause II 5.3 or clause II 5.4. of these GTCs Part A will be deducted from the value of the voucher. If the voucher subsequently has a residual value, the applicant will receive a voucher in the amount of the residual value and with the remaining term of the original voucher. In this case, the original value voucher loses its validity.

6. Rebooking

- 6.1. Rebooking is possible for AUDI AG events with the same or a higher travel price under the further stipulations of this Section II 6. Rebooking includes, for example, changing the travel dates, the event location or the means of transportation. Rebooking to another calendar year or to an event whose travel price is lower than the booked event is excluded. Audi must receive rebooking requests before the 60th day before the event begins; rebooking requests received later are not allowed.
- 6.2. Rebooking requests should be sent via email to drive@audi.de. The time of the request is determined by its receipt by AUDI AG. The request for rebooking constitutes a binding offer of the person travelling to conclude the desired event.
- 6.3. AUDI AG reviews the rebooking request with regard to availability and then either immediately rejects the rebooking, carries out the rebooking or notifies the requester if the rebooking, in addition to the new travel price, leads to additional expenses due to rebooking flights (see Section II 6.4 below).
- 6.4. If the rebooking also necessitates a flight rebooking, the person travelling is to bear any additional expenses for this (additional expenses). In this case, AUDI AG informs the person travelling about the additional expenses. If the person travelling still wishes to rebook, this constitutes an amended binding offer of the person travelling to conclude the desired event including the additional expenses.
- 6.5. If the rebooking does not lead to additional expenses for the person travelling, or if there is an amended offer for the additional expenses of the person travelling, and if the new event is available, AUDI AG can then accept the rebooking request in accordance with the regulations of Section II 1.2, for example by sending a booking confirmation. This then constitutes a travel contract for the new event. The regulations of these GTCs apply to this travel contract.
- 6.6. AUDI AG does not assert any cancellation fees pursuant to Section 5.3 for successful rebooking.

- 7. Changes in services**
- 7.1. Insofar as the traveller does not make use of individual services paid for by him for reasons attributable to him, AUDI AG may grant a partial refund if the service provider issues a credit note, but not if the services are completely insignificant.
- 7.2. AUDI AG reserves the right, after concluding the contract and before trip begin, to deviate from individual elements or features of the agreed content of the travel contract, insofar as the changes are not significant and the overall layout of the booked travel is not affected. AUDI AG will inform the traveller of such changes to services in writing by post or e-mail in a clear, comprehensible and highlighted manner immediately after becoming aware of the reason for the change. Possible warranty claims shall remain unaffected, especially insofar as the services modified are free of defects.
- 7.3. In the event of a significant change to an essential characteristic of the travel service or a deviation from special stipulations of the traveller that have become part of the contract, the traveller is entitled, within a reasonable period of time determined by AUDI AG at the time of the notification of the change, either to accept the change or to withdraw from the travel contract free of charge or to demand participation in a substitute journey, if AUDI AG has offered him such a journey. The traveller has the choice of responding to AUDI AG's notification or not. If the traveller responds to AUDI AG, then he can either agree to the change of contract, demand participation in a substitute journey, if such a journey has been offered to him, or withdraw from the contract free of charge. If the traveller does not respond to AUDI AG or does not respond within the set period, the notified change is deemed to be accepted. The traveller must be informed of this in a clear, comprehensible and prominent manner in the declaration in accordance with clause II 6.2 of Part A of these GTCs.
- 8. Passport, visa, customs, currency and health requirements**
- 8.1. AUDI AG will inform travellers who have booked a package tour before conclusion of the contract about general passport and visa requirements as well as about health policy formalities of the country of destination, including the approximate deadlines for obtaining any necessary visas. The traveller is responsible for obtaining and carrying the travel documents required by the authorities, getting any vaccinations 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, shall be borne by the traveller. This does not apply if AUDI AG has provided insufficient or incorrect information. AUDI AG shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the traveller has commissioned AUDI AG to procure them, unless AUDI AG has breached its own obligations.
- 8.2. Customs and foreign exchange regulations are sometimes very strict in travel countries. Participants should inform themselves precisely and comply with the regulations at all costs.
- 8.3. The same applies to compliance with any conditions of the service providers (e.g. conditions of carriage, maximum baggage allowances of airlines, etc.) to which AUDI AG has drawn the attention of the travellers.
- 9. Withdraw or cancellation by AUDI AG**
- 9.1. AUDI AG may terminate the travel contract without observing a period of notice after the start of the trip if the performance of the trip is persistently disrupted by people travelling or participating, despite a corresponding warning by AUDI AG. The same applies if people travelling or participating behave in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified. Such behaviour may in particular be a breach of the conditions of participation in accordance with clauses II 2.5 to II 2.8 of these GTCs Part A. In these cases of cancellation, AUDI AG shall retain the claim to the cost of the journey. Clause II 2.9 (2 to 4) of these GTCs Part A apply accordingly.
- 9.2. AUDI AG may withdraw from the contract before the start of the journey in the following cases:
- 9.2.1. Fewer people than the minimum number of participants specified in the contract have registered for the trip; in this case, AUDI AG must declare the withdrawal within the following deadline periods at the latest:
- 20 days before the start of the journey in the case of a journey lasting more than six days,
 - seven days before the start of the journey in the case of a journey lasting at least two days and no more than six days,
 - 48 hours before the start of the journey if the journey lasts less than two days,
- 9.2.2. If AUDI AG is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. Unavoidable, extraordinary circumstances include, among other things, if the traveller is not allowed to enter the destination area due to travel restrictions or if extraordinary weather conditions (e.g. melting weather during driving training/driving experiences on icy surfaces, storms, heavy rain) result in a health risk for the persons travelling or if essential components of the travel services cannot be provided. AUDI AG must declare the withdrawal immediately after becoming aware of the reason for withdrawal. In individual cases, the withdrawal may also be declared shortly before the driving training/driving experience.
- 9.2.3. If AUDI AG withdraws from the contract, it loses its claim to the agreed trip price.
- 9.2.4. In the event of withdrawal by AUDI AG due to failure to reach the minimum number of participants pursuant to Section 9.2.1. or due to unavoidable, extraordinary circumstances pursuant to Section 9.2.2., in addition to reimbursement of parts of the travel price already paid pursuant to Section 9.2.3, people travelling shall have no further claim to reimbursement of costs that are not part of the trip/event provided by AUDI AG. Non-refundable costs may include in particular non-cancellable costs for travel or accommodation (train, flight, car, hotel) which must be organised by the people travelling. AUDI AG recommends taking out travel cancellation insurance or booking tickets for arrival and departure that can be cancelled at short notice.
- 9.2.5. In the case of package tours as well as tours that are not package tours, the right to extraordinary cancellation for good cause remains unaffected.
- 10. AUDI AG liability**
- 10.1. Participants take part in an ADE at their own risk and move around the AUDI AG training grounds and other event and training locations at their own risk.
- 10.2. The liability of AUDI AG is based on the following standards:
- 10.2.1. If a package tour is involved, AUDI AG shall only be liable for damages that are not bodily injuries and were not culpably caused, and only to the amount of three times the travel price. Any further claims based on international conventions or regulations based thereupon remain unaffected by the liability limitation. If international conventions or statutory provisions based on such conventions apply to a travel service provided by a service provider, according to which a claim for damages only arises or can only be asserted under certain conditions or restrictions, or is excluded under certain conditions, AUDI AG may also invoke this with regard to the traveller.
- 10.2.2. In the case of trips that are not package tours, AUDI AG shall only be liable for damages or reimbursement of expenses in accordance with the statutory provisions and only insofar as AUDI AG has acted with intent or gross negligence. This restriction does not apply to (i) injury to life, limb or health, (ii) rights and claims of the traveller(s) in the event of fraudulent concealment of a defect by AUDI AG or due to the absence of a quality for which AUDI AG has given a guarantee, (iv) claims of the traveller(s) under the Product Liability Act or (v) in the event of a breach of essential contractual obligations, i.e. obligations which enable proper performance of the contract or the purpose of the contract or on whose compliance the contractual partner may regularly rely. For slight or simple negligent violations of major obligations, AUDI AG's liability shall be limited to the typical and foreseeable damages when concluding the contract. Beyond that, AUDI AG's liability for slight or simple negligence is excluded. AUDI AG shall not be responsible for disruptions to performance due to force majeure (in particular strikes, lock-outs, official government orders, natural disasters, epidemics or pandemics, failure of communication networks or gateways, disruptions in the services of carriers).
- 10.2.3. Insofar as the damage is covered by an insurance policy taken out by the participant for the relevant claim (with the exception of sum insurance), AUDI AG shall only be liable for any associated disadvantages, e.g. higher insurance premiums or interest rate disadvantages until the damage is settled by the insurance company.
- 10.2.4. The personal liability of legal representatives, vicarious agents or AUDI AG employees for damages caused by their simple negligence is excluded.
- 11. Assertion of claims**
- In order to avoid issues with proof, the rights regarding deficiencies and damage compensation claims should be asserted in writing or via fax to AUDI AG. The trip operator is not authorised to approve claims.
- 12. Governing law, court of jurisdiction**
- 12.1. German law shall be applied to the contractual relationship between the traveller and AUDI AG. Claims based on consumer protection standards can be made by the traveller according to German law or according to the law of the EU member state in which he lives.
- 12.2. The exclusive venue of all current and future claims stemming from or related to this contract for merchants, for persons who have no general place of jurisdiction in Germany, as well as for persons who, following the conclusion of this contract, have relocated their domicile or habitual residence outside of the country or whose domicile or habitual residence is not known at the time of the claim being filed, as well as for passive lawsuits involving these, is Ingolstadt, Germany.
- 13. Contact**
- Audi driving experience customer center

14. **Dispute resolution**

The European Union offers an online platform that travellers can refer to in order to solve consumer-related legal disputes out of court. Travellers can reach this website at <https://ec.europa.eu/consumers/odr/>.

AUDI AG is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board (see § 36 Consumer Dispute Settlement Law-VSBG).

III. **Conditions for resale**

1. **Area of application, priority**

1.1. If a reseller purchases a trip for resale, AUDI AG is not itself the organiser vis-à-vis the registrants/participants (“customers”), but merely the service provider. The reseller is the organiser of the trips. This applies in particular in the case of a package tour in accordance with § 651a BGB.

1.2. The content of the contract is determined by the provisions made in the offer and, subordinately, by the following provisions.

2. **Contractual relationship, conclusion of contract**

2.1. No package travel law shall apply to the contract between AUDI AG and the reseller. In particular, the reseller is not a traveller within the meaning of § 651a BGB, but acquires the tours for the purpose of reselling them to third parties.

2.2. The contract is concluded through an offer by AUDI AG and a written order by the reseller (acceptance).

3. **Obligations as organiser of a package tour**

If the reseller offers a package tour in connection with his customer, for example because the reseller sells an ADE combined with at least one other travel service in accordance with § 651a para. 3 BGB, the reseller alone shall be the tour operator within the meaning of § 651a para. 1 (1) BGB.

In this case, he has to fulfil the specific information obligations towards his customers according to § 651d BGB. The reseller shall refrain in this case from describing or otherwise presenting AUDI AG as a travel organiser.

4. **Registration, participation requirements, conditions of implementation**

4.1. The reseller shall inform AUDI AG who the participants of the trips are at least two weeks before the start of the event. The reseller undertakes to inform the participants comprehensively about the content of the data protection notice before the personal data is forwarded to AUDI AG Audi driving experience as part of the registration.

4.2. The reseller ensures that the participants fulfil the requirements of clause II.2.2 of these GTCs Part A and II.2.3 of these GTCs Part A and will require that the participants oblige by clauses II.2.1 of these GTCs Part A as well as clauses II.2.5 to II.2.8 of these GTCs Part A.

4.3. Clause II.2.4 of these GTCs Part A (Position of the Vehicles) and clause II.2.9 of these GTCs Part A (Exclusion of a Participant from the ADE) shall apply accordingly.

4.4. The reseller shall inform the participants that participation in an ADE is at their own risk.

5. **Due date, payment, withdrawal in the event of late payment**

5.1. The event price is due 30 days before the start of the event, but not before the reseller has received an invoice for the event price.

5.2. The following means of payment are accepted: Bank transfer

5.3. If payment is not made on time, AUDI AG shall be entitled to withdraw from the contract after unsuccessful warnings with further deadlines.

6. **Accident insurance and liability of the reseller**

6.1. AUDI AG shall take out accident insurance in accordance with clause II.4.1 of these GTCs Part A.

6.2. The reseller shall be liable for any culpable conduct on the part of the participants registered by him/her in accordance with the provisions of clause II.4.2 to II.4.4 of these GTCs Part A.

7. **Withdrawal by the reseller before the start of the tour, cancellation, change of service**

7.1. In the event of withdrawal by the retailer prior to the start of the tour, the provisions of the clause II.5 of these GTCs Part A shall apply accordingly.

7.2. The provisions of this clause II.7 of the GTCs Part A apply accordingly to changes in services.

8. **Withdraw or cancellation by AUDI AG**

8.1. The provisions of the clause II.9 of these GTCs Part A apply accordingly to withdrawal and termination by AUDI AG.

8.2. Further statutory rights of withdrawal and termination remain unaffected.

9. **AUDI AG liability**

9.1. The following provisions on the liability and warranty of AUDI AG shall apply to all claims for damages, defects or substitute claims by the reseller arising from or in connection with the performance of services by AUDI AG, irrespective of the legal grounds on which they are based (e.g. warranty, delay, impossibility, any breach of duty, existence of an impediment to performance, tort, etc.), but not to claims by the reseller

- for damages resulting from injury to life, body and health,

- in the event of fraudulent concealment of a defect by AUDI AG or due to the absence of a quality for which AUDI AG has given a guarantee,

- based on intentional or grossly negligent conduct on the part of AUDI AG or its legal representatives,

- under the Product Liability Act

9.2. For the above exceptions, statutory regulations shall apply.

9.3. AUDI AG shall only be liable for slight negligence in the event of a breach of essential obligations, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the reseller can regularly rely on (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for such a contract, however, to a maximum amount of EUR 25,000.00 per damage case. This also applies to lost profits and savings. Liability for other remote consequential harm caused by a defect is excluded.

9.4. Beyond that, AUDI AG's liability for slight or simple negligence is excluded.

9.5. AUDI AG shall not assume any duties of conduct towards the reseller for the negligent breach for which AUDI AG is liable.

9.6. AUDI AG shall be liable for grossly negligent damage caused by its vicarious agents, limited to compensation for the typical damage foreseeable by AUDI AG at the time of conclusion of the contract.

9.7. AUDI AG shall not be responsible for disruptions to performance due to force majeure (see clause II.9.2.2 of these GTCs Part A).

9.8. The participants of an ADE take part in the ADE at their own risk and move around the training grounds of AUDI AG and other event and training locations at their own risk.

10. **Final provisions**

10.1. Claims against AUDI AG may not be assigned to third parties in whole or in part. § 354a HGB remains unaffected.

10.2. The reseller may only assert a right of retention or offset counterclaims that are undisputed, have been confirmed in writing by AUDI AG or that have been legally established or to which the reseller is entitled within the scope of the warranty for defects.

10.3. In case of doubt, the place of performance, success and fulfilment shall be Ingolstadt.

10.4. The legal relationship between the contracting partners is subject to the law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 or the provisions of private international law shall not apply.

10.5. All disputes arising from and in connection with the contractual relationship shall be decided exclusively by the regional courts with jurisdiction for the registered office of AUDI AG. However, AUDI AG may sue the reseller at his general place of jurisdiction.

B. General Terms and Conditions of AUDI AG for conferences at the Audi driving experience center

I. Area of application, conclusion of contract, priority

1. Part B of the General Terms and Conditions ("GTCs Part B") applies to the temporary rental of event rooms or other space ("rental objects") and additional services for holding corporate events ("Conference Center Services") at the Audi driving experience center.
2. Unless otherwise agreed, the event rooms are located at the Audi driving experience center, Heinrichsheimstraße 200, 86633 Neuburg an der Donau.
3. A contract for conference centre services shall be concluded between AUDI AG and the customer ("organiser") by means of an offer from AUDI AG and a written order from the organiser (acceptance), but no later than when AUDI AG has commenced performance of the services for the organiser. Verbal or telephone agreements as well as other agreements deviating from the contractual documents shall only become effective after written confirmation by AUDI AG.
4. The service shall only be provided on the basis of these GTCs Part B. The general terms and conditions of the organiser shall not apply, even if AUDI AG does not expressly object to them. The applicability of differing agreements requires written consent between the parties.
5. Any subletting or reletting or other transfer of the Conference Center Services to third parties shall require the prior written consent of AUDI AG. In this case, the organiser undertakes to impose all obligations of the contract, including these GTCs Part B, on the third party and to ensure that the third party complies with them.
6. If a third party has ordered for an event organiser, or in the case of transfer to a third party, he shall join AUDI AG in the liability of the organiser as joint and several debtor.
7. The content of the contract shall be determined by the provisions made in the offer and, subordinately, by these GTCs Part B.

II. Use of rental objects

1. The contract for rental objects entitles the organiser to use the rental objects and generally accessible common areas (circulation areas, toilets) during the rental periods and within the general opening hours from Monday to Saturday from 08:00 to 18:00 in accordance with the contract. Usage outside of the general hours of operation requires the express consent of AUDI AG.
2. The use of rented items is only permitted for holding conferences, meetings, training courses, advanced training courses and comparable events. Other forms of use require express prior written consent from AUDI AG.
3. AUDI AG assumes no liability for items or materials brought in nor does it assume liability for guests of the event holder.
4. Decorations, structures, add-ons or other changes to the rented items ("changes to the facilities") by the organiser are not permitted unless AUDI AG has approved them in writing in advance. Detailed descriptions and, upon AUDI AG's request, visualisations of the facility changes shall be submitted for approval. AUDI AG shall be entitled to reject changes to the facilities if the safety of the rented items may be impaired by them, if compliance with all applicable regulations is not ensured or if there is a concern that the reputation or the undisturbed running of other events may be impaired. Audi can also reject applications for release if the complete documents for assessment are available less than 10 working days before the start of the rental period.
5. Bringing exhibits, displaying printed materials and exhibiting vehicles requires the written consent of AUDI AG.
6. At all times, AUDI AG reserves the right to remove organiser items not approved or to prohibit them from being installed/mounted.
7. The organiser is not authorised to remove AUDI AG furnishings from the event spaces without the consent of AUDI AG.
8. When using the rented items, the organiser shall ensure that the use does not pose a risk to the participants, other people, the rented items or other property. The organiser is obliged to ensure safety with regard to the use of the rented items. In particular, the organiser shall ensure compliance with all applicable regulations, especially those relating to occupational and event safety, accident prevention, fire protection and the protection of minors.
9. Any official permits that may be required must be obtained by the organiser in good time and submitted to AUDI AG. This obligation is waived if AUDI AG itself obtains the administrative permits. The organiser must comply with official requirements, in particular those issued in connection with the COVID-19 pandemic.
10. The organiser is obliged to pay any GEMA (copyright, royalties, etc.) and other fees.
11. The organiser undertakes to vacate the rooms at the end of the agreed period of use, unless otherwise agreed, but at the latest by 6 p.m. on the last day of hire, to remove all equipment and materials brought in, and to return the spaces to their original condition. If the organiser fails to do so, AUDI AG may restore the original condition at the expense of the organiser. Setting a deadline for this shall be unnecessary in particular if a subsequent transfer of the rental objects requires immediate action. AUDI AG shall be entitled to charge its own expenses for the restoration of the contractual condition according to the general hourly rates.
12. Usual waste (household waste) to a reasonable extent shall be disposed of by AUDI AG. Waste to be disposed of separately according to applicable waste management statutes of the city of Neuburg shall be collected and disposed of by the organiser immediately after the end of the event, otherwise AUDI AG shall be entitled to dispose of the waste itself at the expense of the organiser.
13. AUDI AG shall have domiciliary rights vis-à-vis the organiser and the participants of the event. In particular, AUDI AG shall have the right to access all rooms at any time in order to pursue justified interests. Any domiciliary rights of the organiser towards the participants remain unaffected.
14. Noise ordinance provisions are to be observed. The event holder understands that other events could also take place in the AUDI AG spaces at the same time. Any disturbance of other events is prohibited.

III. Technical equipment

1. Technical equipment brought into the rented premises by the organiser must comply with the usual safety and fire protection requirements.
2. Use of the organiser's proprietary electrical equipment using the power supply system requires the prior written consent of AUDI AG. Disruptions or damage occurring to AUDI AG technical systems from use of these devices is at the expense of the organiser insofar as AUDI AG is not responsible.

IV. Liability

1. The organiser shall be liable for all damage caused by him, his representatives, visitors or other third parties in connection with the use of the rented items and by equipment or devices brought along during the rental period. Also included in this liability are damages to the land, building and fixtures.
2. AUDI AG is entitled, at the expense of the organiser, to remediate or to have damages remediated that have occurred. AUDI AG is entitled to make the provision of the event dependent on the organiser taking out liability insurance against personal injury and property damage and providing evidence of this by submitting the policy or providing security on request.
3. The organiser releases AUDI AG from any claims of third parties asserted in connection with the event unless the claim is based on the fault of AUDI AG.
4. Subject to the provision in clause IV 5 of the GTCs Part B, the statutory and/or contractual liability of AUDI AG for damages shall be limited as follows:
 - AUDI AG's liability shall be limited to the typical foreseeable damages at the time of entering the contract for the simple negligent breach of a material contractual obligation (viz. such obligations the fulfilment of which enables the orderly performance of the contract in the first place, the violation of which would compromise the attainment of the purpose of the contract and the fulfilment of which the licensee regularly relies upon, so-called cardinal obligations).
 - AUDI AG assumes no liability for the simple negligent breach of obligations not material to the contract.
5. The limitation of liability contained in clause IV 4 of the GTCs Part B shall not apply in cases of mandatory statutory liability (in particular under the Product Liability Act) and in the event of the assumption of a guarantee, damage caused intentionally or by gross negligence or culpably caused bodily injury.
6. The strict liability of AUDI AG for initial material defects of rented items is excluded.
7. The organiser is obligated to take all appropriate measures to prevent and reduce damages.
8. AUDI AG assumes no liability for indirect and/or consequential damages, regardless on which legal basis, especially not for loss of profits and losses of interest, unless there is a case of wilful intent or gross negligence.
9. Insofar as AUDI AG's liability is precluded or limited, this also applies for the personal liability of AUDI AG's agents, employees and vicarious agents.

V. Granting of rights

1. If AUDI AG produces drafts, sketches, concepts, plans or other works for the organiser, the organiser shall only acquire the right to non-exclusive, non-transferable or sub-licensable use in unchanged form for the purposes of the execution of the contract and for the duration of the contract upon full payment of the remuneration. The organiser shall refrain – irrespective of the existence of a copyright – from passing on these works to third parties or using them for other purposes without the prior consent of AUDI AG.
2. Ownership of items shall only be transferred to the organiser by express agreement. A right to use Audi licence plates always requires the express and written declaration of AUDI AG.

VI. Handover and warranty

1. The organiser shall agree with the contractual condition of the rental objects upon handover and shall inform AUDI AG immediately of any complaints.
2. The organiser shall not be entitled to reduce the rent for the rental objects due to defects, unless this is expressly permitted in accordance with clause VI 3 of the GTCs Part B. Furthermore, the legal rights of the organiser with regard to a reduction are limited to reimbursement in accordance with the provisions on unjust enrichment in the amount of the share of the considerations paid for the rental objects (without remuneration for other ancillary services), which corresponds to the extent to which the organiser could not use the rental objects or could only use them to a limited extent for the duration of the existence of the defect.
3. Should the rectification in the case of defects in the rental objects fail following a second deadline, the organiser is entitled to reasonably reduce the amount of consideration to AUDI AG for the performance. In addition, the organiser is entitled to terminate the contract after prior written warning in the event of a defect that represents a significant restriction of the usability. Any claims for damages on the part of the organiser are subject to the provisions of clause IV of the GTCs Part B (Liability).

VII. Rental fee, service

1. Rental charges shall accrue for the use of the rental objects as shown in the booking confirmation. This includes the costs for air conditioning, general room lighting, cleaning for normal use and use of the conference technology specified in the booking confirmation. All other services provided by AUDI AG are to be paid for additionally. This applies especially to all ancillary services of AUDI AG.
2. Cost estimates by AUDI AG are non-binding in case of doubt and are purely cost estimates based on the information provided by the organiser. If it is foreseeable that the actual costs exceed those budgeted by more than 20%, AUDI AG shall notify the organiser in writing concerning the higher costs.
3. The total invoice shall include the rental fee as well as the costs for ancillary services used by the organiser in accordance with clause VIII of the GTCs Part B, plus the statutory VAT.
4. Payment is due 30 days before the event, but not before the organiser has received an invoice. If the invoice is not issued until after the end of the event, the remuneration shall be due for payment immediately.
5. If the agreed start and end times of the event are postponed without prior written consent from AUDI AG, AUDI AG may invoice additional pro rata costs in accordance with the total remuneration for the provision and rental, unless AUDI AG is responsible for this postponement.
6. If the organiser continues to use the rented items after the expiry of the rental period, the contract shall not be deemed to have been extended for an indefinite period. Clause VII 5 of these GTCs shall apply. § 545 BGB is waived.

VIII. Third-party services in the Audi driving experience center

1. The following ancillary services in the Audi driving experience center are to be obtained exclusively from AUDI AG. Corresponding services by third parties may not be provided or obtained in the rental objects and in the Audi driving experience center without the prior consent of AUDI AG:
 - Catering
 - Special building services, e.g. staging technology
 - Special cleaning services
2. If it is agreed in the offer or contract that third parties appointed by Audi will provide services directly to the organiser at the event (third-party services), the service will be provided by the third party in its own name and for its own account, even if payment is made via AUDI AG.
3. The commissioning of external service providers for further services requires the prior written consent of AUDI AG. Priority shall be given to service providers appointed by AUDI AG.
4. Food and/or drinks may not be brought to the events, but must be obtained exclusively from the catering service offered at the Audi driving experience center. If, in special cases, a written agreement to the contrary is reached with AUDI AG, the organiser shall pay an appropriate service fee.
5. For events at which food is to be served, the organiser shall inform AUDI AG in text form of the binding number of persons participating (“**minimum number**”) no later than five working days before the event. The minimum number is the basis for invoicing, provided it is not exceeded. If the minimum number is exceeded, AUDI AG shall be entitled but not obliged to provide additional food and beverages or have them provided at the expense of the organiser.

IX. Advertising, use of AUDI AG trademarks

1. The publication or advertisement of events in the Audi driving experience center require the written consent of AUDI AG, in particular if AUDI AG trademarks are used. The specific designs must therefore be submitted to AUDI AG for approval sufficiently in advance (at least five working days) before use. AUDI AG may refuse or revoke approval in particular if legitimate interests (e.g. prestige, reputation, distinctiveness of brands) of AUDI AG could be impaired by their use.
2. Audi trademarks are only used in original colours or according to original Audi specifications. The CI specifications are authoritative in this respect, as they can be accessed via the currently designed Internet page after registration at www.audi.com/ci.
3. Audi trademarks will not be placed together with trademarks for beer or other alcoholic beverages and separately from other, identically or similarly coloured trademarks.
4. Any use of Audi trademarks with other trademarks or emblems or in a design context with other content is not permitted if this is likely to impair the image or reputation of the Audi trademarks.

X. Termination, cancellation

1. The organiser is entitled to terminate the contract (cancellation) in accordance with the provision in clause X 2 of the GTCs Part B. Cancellation is only effective in writing.
2. If the organiser cancels the contract due to a reason for which AUDI AG is not responsible, the organiser shall be obliged to pay the following cancellation fees:

up to 31 days before event begin	10% of the total remuneration
as of the 30th day before event begin	25% of the total remuneration
as of the 15th day before event begin	50% of the total remuneration
as of the 7th day before event begin	75% of the total remuneration
as of the 3rd day before event begin or in case of a no-show at the event	100% of the total remuneration

3. Total remuneration in this sense shall be the rental fee plus the firmly agreed ancillary services including third-party services and additional services.
4. The parties are entitled to terminate the contract without notice for good cause. Good cause for AUDI AG includes in particular
 - if force majeure or other circumstances for which AUDI AG is not responsible significantly impede the fulfilment of the contract
 - if AUDI AG has reasonable cause to believe that the use of the rented items, namely the event planned in the Audi driving experience center, may jeopardise the smooth running of business operations, the safety and/or the reputation of AUDI AG
 - if events are booked under misleading or false statements of material facts, e.g. of the organiser or purpose
 - if the organiser violates the provisions of these GTCs Part B.Further legal provisions remain unaffected.
5. If a written agreement has been made with the organiser regarding his right to terminate the contract by a certain date, AUDI AG shall also be entitled to terminate the contract by this date if there are enquiries from other organisers regarding the contractually booked rental objects and the organiser does not waive his right to terminate the contract upon enquiry by AUDI AG.

XI. Other obligations of the organiser

The organiser shall ensure that his representatives, visitors or other people from his sphere treat the rental objects with care and comply with the provisions of this contract concerning them, in particular that they obey AUDI AG in exercising its domiciliary rights.

XII. Final provisions

1. Claims against AUDI AG may not be assigned to third parties in whole or in part. § 354a of the German Commercial Code (HGB) remains unaffected here.
2. The organiser may only assert a right of retention or offset counterclaims that are undisputed, have been confirmed in writing by AUDI AG or that have

- been legally established or to which the organiser is entitled within the scope of the warranty for defects.
3. In case of doubt, the place of performance, success and fulfilment is Neuburg an der Donau.
 4. The legal relationship between the contracting partners is subject to the law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 or the provisions of private international law shall not apply.
 5. All disputes arising from and in connection with the contractual relationship shall be decided exclusively by the regional courts with jurisdiction for the registered office of AUDI AG. However, AUDI AG may sue the organiser at his general place of jurisdiction.

AUDI AG (Status as of September 2024)