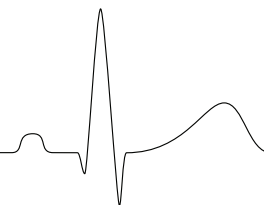


# Fax registration form for AMG Driving Academy 2016/17 .



Please complete this registration form in full and fax it to:

zet:project. GmbH  
Kohlhammerstraße 6  
D-70771 Leinfelden-Echterdingen

Fax number: +49 7 144 302-576  
Telephone hotline: +49 7 144 302-575  
E-Mail: amg-driving-academy@zet-project.de

## My personal data (Please complete in full)

Miss/Mrs/Ms  Mr

Company

Surname, first name

Date of birth

E-mail address

House number, street

Town/city, postcode

Country

Nationality

Business/private telephone number

Driver's licence number/Date and place of issue

## Invoice address (If different from above)

Private  Company  Other

Company

VAT ID

Surname, first name

House number, street

Town/city, postcode

Country

Have you ever participated in AMG Driving Academy or similar events before? If so, please specify.

Please make a binding reservation for me to participate in the following events: **Booking code and venue**

(The relevant booking code can be found under the associated event description on page 1)

1.

2.

## If you have a coupon

Coupon number

**Participating with a companion** (Please tick; price details on request)

Surname, first name of companion

Date of birth of companion

Companion in double room

Companion in single room

## Your preferred language (Please mark with a cross)

German

English

## Special remarks (e. g. vegetarian)

## Your Mercedes-Benz Partner

Company

### Note: Payment on invoice.

Attention! Please contact your vehicle insurance provider directly to clarify whether the insurance cover under your vehicle insurance policy (third-party and, where applicable, comprehensive and passenger insurance) applies without restriction within the context of the event.

### In cooperation with R+V Allgemeine Versicherung AG, we can offer you additional insurance.

For more detailed information, please contact our service hotline: + 49 7144 302-575 or get in touch via e-Mail: amg-driving-academy@zet-project.de

## Declaration of consent in accordance with data protection legislation

We would very much like to provide you with tailored information and advice. Therefore, we kindly request that you consent to the use of your data. We will treat it as confidential and handle it with care.

I hereby agree that my contact details and the details of my vehicle, as well as details concerning the services I utilise, may be processed and used by Mercedes-AMG GmbH, Daimler AG and its authorised sales and service partners for the purpose of providing me with written information and advice about products and services from Mercedes-AMG GmbH, Daimler AG and its allied companies as well as for market research purposes. For these purposes, the data may be transferred to Mercedes-AMG GmbH, Daimler AG, selected dealers/service partners within the Daimler sales and service organisation and market research institutions.

If you do not want us to process and use your data, we will, unfortunately, no longer be able to provide you with information about products and services for legal reasons.

If you do not want to consent to information by post, please insert a cross here

## I agree that I may also be contacted via the following methods for the specified purposes:

by telephone  by electronic mail

Should you wish to withdraw your declaration of consent at a later date, please contact Mercedes-AMG GmbH, Abteilung BM/MK, Daimlerstr.1, 71563 Affalterbach, Germany or contact us via e-mail at: marketing-amg@daimler.com.

Even if you have already given your consent for us to contact you, we kindly request that you provide it again. Otherwise, we will no longer be permitted to provide you with information for legal reasons.

If you have made a permanent decision that you no longer wish to be contacted, you are entitled to prohibit the use of your data for the purpose of providing information about products and services as well as for market research purposes. Please contact: Mercedes-AMG GmbH, Abteilung BM/MK, Daimlerstr.1, 71563 Affalterbach, Germany or contact us via e-mail at: marketing-amg@daimler.com.

I have read the terms and conditions of participation and the declaration of consent to data use printed here and accept them as part of the agreement.

Place

Date

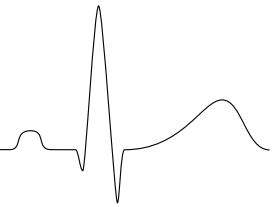
Signature

Place

Date

Companion accepts the terms and conditions of participation. Signature of companion

# Declaration of consent to data use



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## Consent to processing and use of data from vehicle operation

### 1.

During the AMG EMOTION tour events, which take place on public traffic routes that are not closed off, the vehicles are provided by Mercedes-AMG GmbH to the participants (see 9.d) of the Terms and Conditions of Participation).

These vehicles are fitted with data loggers that record certain vehicle operating parameters with the aim of using the recorded and evaluated data for journey documentation.

### 2.

**a)** The participants agree to Mercedes-AMG GmbH recording data from every journey for the period of the journey(s) as part of the event named above by means of a data logger installed in the vehicle and to the forwarding of this data to a central computer installed at one service provider commissioned by Mercedes-AMG GmbH.

**b)** The data logger automatically records vehicle data during the entire journey. A data record contains a timestamp, the vehicle license plate number, the GPS location, the vehicle speed, and the name of the currently driving participant.

**c)** During the journey, the data is saved by the data logger and sent to the data server of the central computer at the service provider location, as well as to a device installed in the instructor vehicle. The received data is saved at the service provider location and transferred to Mercedes-AMG GmbH on request.

**d)** The recorded vehicle data serves to document the journeys correctly, as well as to be an aid for the respective instructors to relocate participants who have lost the group connection during the event. Recorded data may be used to internally investigate violations against German road traffic regulations/Road Traffic Act/conditions of participation, reported to Mercedes-AMG GmbH.

**e)** To ensure data quality and the usability of the evaluation results, the data logger must be installed and activated during the entire duration of the event.

### 3.

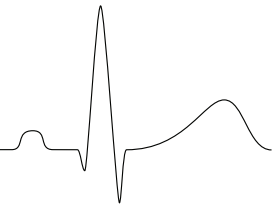
**a)** The participants agree to allow the data described in section 2 to be recorded for the duration of the event and transferred to Mercedes-AMG GmbH and its service provider named in section 2.

**b)** The data is evaluated and processed at Mercedes-AMG GmbH and at the service provider location named under section 2 on request of Mercedes-AMG GmbH and with both relation to the vehicle and personal data. Mercedes-AMG GmbH will treat the data as confidential and also binds the involved service provider to confidentiality. Forwarding of the data to other third parties (not listed in this declaration) shall not take place.

### 4.

Surrendering of the device and/or of the recorded data by Mercedes-AMG GmbH and commissioned third parties for purposes other than those named above shall only take place in the case of a warranted administrative request for information or legal or administrative obligation.

# Terms and Conditions of Participation 2016/17.



## 1. Nature of events

- a) Mercedes-AMG GmbH offers participants safety training on a site that is closed off to normal private traffic during an event. This does not apply to AMG EMOTION tour events, which take place on public traffic routes that are not closed off.
- b) The events are intended to improve driving ability and not to reach top speeds.

## 2. Aims of the events

- a) To improve driving ability
- b) Safe control of the vehicle (interaction between human – car – road)
- c) To promote safety awareness
- d) To further technical knowledge
- e) To improve driving ability under winter weather conditions  
(only if participating in AMG Winter Sporting BASIC, ADVANCED and PRO)

## 3. Registration to participate

- a) By registering, the participant makes Mercedes-AMG GmbH a binding offer to conclude the tour contract. Registration is possible using the enclosed registration form or the online form. The tour contract shall come into force on acceptance of the form by Mercedes-AMG GmbH. Acceptance shall be effected within two weeks by sending the written tour confirmation. Acceptance shall be subject to cancellation if the minimum number of participants is not achieved (see 3.d).
- b) If the participant registers to participate using a rental vehicle, Mercedes-AMG GmbH shall send the participant the rental contract no later than upon receipt of the registration (= offer from participant to conclude tour contract, see 3.a). Upon receipt of the rental contract signed by the participant and the signed registration form at Mercedes-AMG GmbH, the tour contract and rental contract shall come into force if accepted by Mercedes-AMG GmbH. If given, acceptance shall be effected within two weeks of receipt of the signed rental contract and the signed registration form by sending the written tour confirmation and a copy of the rental contract. Acceptance shall be subject to withdrawal if the minimum number of participants is not reached (see 3.d).
- c) The maximum number of participants in the events is limited to the number specified in the brochure in each case.
- d) A required condition for the performance of the event is registration of at least 70% of the maximum number of participants specified by the brochure in each case. If the respective minimum number of participants has not been reached, at the latest by 28 days before the start of the event and the event is cancelled, Mercedes-AMG GmbH shall inform the registered participants accordingly without delay. In such cases, the participants shall be reimbursed without delay for the tour price they have already paid.

## 4. Participation requirements

- a) Participation in the events specified in the brochure is subject to a minimum age limit of 18. In a departure therefrom, participation in the AMG EMOTION tour events is subject to a minimum age limit of 21.
- b) Participation in the events is only open to holders of a valid driving licence. Furthermore, participation in AMG EMOTION tour events is only open to persons who have held a valid driving licence for at least three years before the start of the event. A racing licence does not exempt the holder from the aforementioned requirements.
- c) The participant must allow his/her driving licence to be inspected before the start of the event. Participants who do not possess an EU driver's licence or a Swiss driving licence must prove that they hold a driving licence by submitting their national driver's licence and an international driver's licence or their national driver's licence accompanied by an official translation (German or English).
- d) The remaining participant requirements for the respective events are specified in the brochure.
- e) Mercedes-AMG GmbH will decide on a case-by-case basis whether a training course completed outside the AMG Driving Academy is comparable to the respectively stated training.

## 5. Companions

- a) Details concerning the costs for companions are provided in the brochure.
- b) For all events, participation as a companion is subject to a minimum age limit of 16. Otherwise, companions shall be subject to the same terms and conditions as other participants, unless specified otherwise.
- c) Companions are not allowed to drive any vehicle on their own.
- d) Companions are not entitled to ride as car passengers.

## 6. Pets

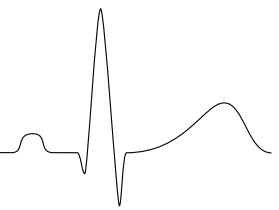
It is not permitted to bring pets along.

## 7. Payment

- a) Details of the prices for individual events are provided in the brochure. The events shall be invoiced exclusively in accordance with the differential tax rate pursuant to Section 25 German VAT Act (UStG). This means that the turnover tax is not separately disclosed on the invoice. Thus, the listed tour price is a gross amount. You are hereby advised by Mercedes-AMG GmbH that an input tax deduction is not possible due to the differential (margin) taxation.
- b) Mercedes-AMG GmbH shall only be entitled to demand payment of the agreed tour price if there is an assurance that the participant will be reimbursed with the tour price paid and any necessary expenses related to the return journey in the event of failure to provide services due to inability to pay or in the event of insolvency proceedings being initiated in respect of the assets of Mercedes-AMG GmbH. To this end, Mercedes-AMG GmbH has insured this insolvency risk with R + V Versicherung AG, Taunusstraße 1, 65193 Wiesbaden, Germany. The participant shall receive an invoice for the tour price and the secured payment certificate at the address specified by the participant, at the earliest, together with the tour confirmation. Payments of the tour price prior to the event may only be made after the secured payment certificate has been issued (Section 651k para 3 German Civil Code).
- c) The tour price shall be due upon receipt of the invoice, to the extent the secured payment certificate has been issued (see 7.b). Provided that the secured payment certificate and the invoice are received in good time, the tour price must be paid in good time quoting the invoice number so that it is received by Mercedes-AMG GmbH 21 days before the start of the event. Payments can be made by bank transfer to the specified bank account or by a credit card issued by one of the approved institutions listed on the invoice. For events, which are booked 21 days before the start of the event or later, Mercedes-AMG GmbH shall be entitled to demand immediate payment of the tour price in exchange for issuing the secured payment certificate.
- d) If the payment is not received on time and in full by Mercedes-AMG GmbH and has not been paid by a deadline set in a dunning letter, Mercedes-AMG GmbH shall be entitled to withdraw from the contract and claim the flat default fees specified under 8.c (Cancellation). This shall be without prejudice to any more extensive claims asserted by Mercedes-AMG GmbH.

## 8. Cancellation

- a) Before the start of the event, the participant is entitled to withdraw from the contract at any time (cancellation). The registration must be cancelled in writing or by fax. The timeliness of the cancellation shall be determined on the basis of its receipt. If the cancellation is made by fax, it must be sent to the fax number specified on the enclosed registration form and in the brochure.
- b) Substitute participants can be specified pursuant to Section 651b German Civil Code if they also satisfy the participant requirements (see 4.). The participant making the cancellation and the substitute participant shall be jointly and severally liable for payment of the tour price and the additional costs incurred as a result of the substitute participant stepping in.
- c) If the participant should cancel his registration or if Mercedes-AMG GmbH should withdraw pursuant to 7.d, the following flat default fees shall be charged as a percentage of the tour price as compensation pursuant to Section 651i para 3 German Civil Code:
  - If the cancellation is made between the 180th day and the 50th day before the event: 5%
  - If the cancellation is made between the 49th day and the 30th day before the event: 20%
  - If the cancellation is made between the 29th day and the 14th day before the event: 40%
  - If the cancellation is made between the 13th day and the 3rd day before the event: 70%
  - If the cancellation is made within the last 2 days before the event: 90%This shall be without prejudice to the right of the participant making the cancellation to prove that Mercedes-AMG GmbH has not incurred any damage, or substantially lower damage, as a result of the cancellation.
- d) Instead of the flat fees specified under 8.c, Mercedes-AMG GmbH shall also have the option to demand the level of loss or damage (default) actually incurred.
- e) If the event is cancelled because the minimum number of participants according to 3.c is not reached, no default fees – whether flat fees (8.c) or actual fees (8.d) – shall be demanded. Any payments made shall be reimbursed without delay.
- f) If participation is based on the use of a coupon (AMG BASIC-Training Power&Passion), this coupon shall be rendered void without a replacement, if the participant cancels his registration within the last 7 days before the event or fails to attend.



## 9. Services provided by Mercedes-AMG GmbH/Changes to services

- a) The scope of the contractual services is normally based on the information provided in the brochure and on the tour confirmation.
- b) Changes and deviations of individual tour services from the agreed contents of the tour contract, which become necessary after the conclusion of the contract and are brought about by Mercedes-AMG GmbH without breaching the principle of good faith, can only be made by Mercedes-AMG GmbH if the changes and deviations are not significant and do not compromise the overall nature of the booked tours. Legal rights accruing from defects shall remain unaffected to the extent the modified services are proven to be defective.
- c) Travel to and from the site must be organised by the participants themselves.
- d) In the case of events where the vehicles are provided by Mercedes-AMG GmbH, participants shall have the opportunity to drive various vehicles in the course of the event. Participants are not entitled to demand a specific vehicle. The participant undertakes to handle the vehicle with care. Participants must notify the instructors of any accidents and damage to the vehicle without delay. The currently applicable version of the brochure lays down the circumstances under which vehicles are to be provided by Mercedes-AMG GmbH. Participants may not hand the vehicle over to third parties.
- e) In cases where participation involves the use of the participant's own vehicle, the said vehicle must be maintained by the participant. If the participant's vehicle suffers technical problems or damage during the event, no substitute vehicle can be provided by Mercedes-AMG GmbH. To the extent Mercedes-AMG GmbH also offers technical support for the participant's own vehicle at individual events on a voluntary basis, no separate fee shall be charged for the services of the mechanic; any parts used shall be charged separately. The currently applicable version of the brochure lays down the circumstances under which the use of the participant's own vehicle is possible or stipulated.
- f) Where vehicles are rented from Mercedes-AMG GmbH for a separate fee, a separate rental contract must be concluded (see 3.b). A sample rental contract can be requested from Mercedes-AMG GmbH at any time. If a case of loss or damage should occur during the rental period, the participant is not entitled to demand a substitute vehicle. The currently applicable version of the brochure lays down the circumstances under which vehicles may be rented.

## 10. Safety procedures/Instructors authority to issue instructions/Disqualification

- a) In cases where participation involves the use of the participant's own vehicle, the said vehicle must be free of technical defect.
- b) Participants are required to wear seat belts and – depending on the event – helmets at all times during car travel. In such cases, Mercedes-AMG GmbH shall provide the helmets and racing clothes if applicable for the participants. The instructions issued by the instructors must be followed at all times.
- c) During car travel, participants must not be under the influence of alcohol and/or other intoxicants. This also includes any sort of medicine that could impair the participant's fitness to drive. The consumption of alcohol and/or other intoxicants is prohibited before and during car travel. Participants suffering from health or other restrictions that could jeopardize the safety of the event in a specific situation are not eligible to participate. The use of mobile devices during car travel is also prohibited.
- d) Participants are required to observe all traffic regulations during the AMG EMOTION tour event, which takes place on public traffic routes, particularly the speed limits. The participant alone is responsible for bearing the costs of any penalties and fines.
- e) Mercedes-AMG GmbH reserves the right to disqualify individual participants from the event if they don't satisfy the participant requirements pursuant to 10. a)-d), fail to follow the instructions issued by the instructors or if they endanger themselves or third parties in any other way. In such cases, the tour price shall not be refunded and any additional costs shall be borne by the disqualified participant. However, Mercedes-AMG GmbH must allow offsetting for the value of savings made and benefits obtained through the alternative use of unutilised services, including the amounts with which it has been credited by service providers. Pursuant to Section 651a para 2 German Civil Code, service providers are the persons providing the individual tour services.

## 11. Termination of the contract due to force majeure/Termination due to unfeasible performance

- a) If the event is significantly impeded, jeopardised or compromised by force majeure that could not be foreseen at the time the contract was concluded, both Mercedes-AMG GmbH and the participant shall be entitled to terminate the contract pursuant to Section 651j German Civil Code.

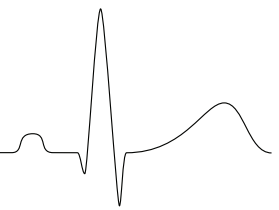
- b) In the event of other circumstances beyond the control of Mercedes-AMG GmbH, which significantly impede, jeopardise or compromise due performance of the event (e.g. weather conditions), both Mercedes-AMG GmbH and the participant shall be entitled to terminate the contract.
- c) If the contract is terminated by Mercedes-AMG GmbH or by the participant pursuant to 11.a or 11.b, Mercedes-AMG GmbH shall be entitled to demand appropriate compensation for services already rendered or services that are still outstanding when the event ends. Mercedes-AMG GmbH is required to take the necessary measures resulting from the termination, in particular, to ensure the return transport of the participants, if the contract contains a provision for such transport. The additional costs of return transport must be divided equally between the participant and Mercedes-AMG GmbH. Otherwise, the additional costs must be borne by the participant.

## 12. Passport, visa, customs, foreign currency and health regulations

Mercedes-AMG GmbH undertakes to inform citizens of the country, in which the event is offered, of the relevant passport, visa and health regulations that apply in the country where the event is being performed and of any changes to these regulations before the start of the event. The competent consulate shall provide information to nationals of other countries. The participants are responsible for complying with all applicable regulations associated with the performance of the event. All adverse effects resulting from a failure to observe these regulations shall be attributed to the participant, except where attributable to negligently erroneous or insufficient information by Mercedes-AMG GmbH.

## 13. Legal rights accruing from defects

- a) Redress and duty to cooperate  
If the event is not executed in accordance with the contractual terms, the participant is entitled to demand redress. Mercedes-AMG GmbH is entitled to refuse redress if this would require disproportionate expense. The participant is required to do everything that may be reasonably expected of it to contribute to remedying the defect and to keep any loss or damage incurred to a minimum or to avoid such loss or damage entirely. In particular, he is required to notify the tour management of defects without delay.
- b) Reduction of the tour price pursuant to Section 651d German Civil Code  
For the duration of non-contract conformant performance of the event, the tour price shall be subject to a reduction. The reduction shall not apply if the participant negligently fails to provide notification of the defect without delay in cases where timely notification would have enabled a remedy and notification was not superfluous for other reasons.
- c) Termination of the contract pursuant to Section 651e German Civil Code  
If the event is significantly compromised as a result of a defect, the participant shall be entitled to terminate his participation within the scope of the legal provisions. The same shall apply if the participant cannot reasonably be expected to undertake the tour as a result of such a defect for a compelling reason that is discernible by Mercedes-AMG GmbH. In both cases, termination is only permissible if Mercedes-AMG GmbH fails to provide redress within an appropriate grace period set by the participant. The setting of a grace period is not necessary if redress is impossible, if it is refused by Mercedes-AMG GmbH or if immediate termination is justified by a particular interest of the participant. Even in the event of a termination, the participant shall owe Mercedes-AMG GmbH the share of the tour price corresponding to the already utilised services; this shall not apply in cases where these services are of no interest to the participant as a result of the contract termination.
- d) Damages pursuant to Section 651f German Civil Code  
If the tour is not executed in accordance with the contractual conditions, notwithstanding the reduction (13.b) or termination (13.c), the participant shall be entitled to claim damages, unless the tour defect is attributable to circumstances beyond the control of Mercedes-AMG GmbH.
- e) The contractual liability of Mercedes-AMG GmbH for loss or damage not classified as personal injury shall be limited to three times the tour price  
**aa)** provided that an instance of loss or damage sustained by the participant has not been brought about by Mercedes-AMG GmbH or one of its vicarious agents as a result of intent or gross negligence or  
**bb)** Mercedes-AMG GmbH is responsible for an instance of loss or damage sustained by the participant only because of the fault of a service provider. If a tour service to be provided by a service provider is subject to international conventions or legal regulations based on such conventions, whereby a claim for damages only applies or may only be asserted under certain conditions or with certain restrictions or is excluded under certain conditions, Mercedes-AMG GmbH shall also be entitled to rely on these vis-à-vis the participant.



#### 14. Liability of Mercedes-AMG GmbH

- a) Contractual claims for damages shall be subject to the provisions set out in 13.d and e.
- b) For all non-contractual claims for damages brought against Mercedes-AMG GmbH, particularly those arising from tortious acts that do not involve intent or gross negligence, Mercedes-AMG GmbH shall be liable up to an amount equal to three times the tour price.
- c) The personal liability of the legal representatives, vicarious agents and employees of Mercedes-AMG GmbH for loss or damage caused through ordinary negligence shall be excluded.
- d) The aforementioned limitations on liability shall not apply in cases of personal injury.
- e) Any claim for damages against Mercedes-AMG GmbH extending beyond the limitations on liability specified under 14.b and 14.c shall be restricted or excluded insofar as international conventions, or legal regulations based on such conventions, which are applicable to the services to be provided by a service provider, stipulate that a claim for damages may only be asserted against the service provider under certain conditions or with certain restrictions or is excluded under certain conditions.

#### 15. Exclusion of claims and period of limitation

- a) Contractual claims based on a failure to execute the event in accordance with the contract (see in particular under 13.) must be asserted against Mercedes-AMG GmbH or zet:project. GmbH within one month of the event end date specified in the contract or, they shall be excluded. On expiry of this deadline, the aforementioned claims may only be asserted if the participant was prevented from meeting the deadline through no fault of his own.
- b) Rights arising from defects and claims for damages should – in the interest of avoiding problems of proof – be asserted against Mercedes-AMG GmbH or zet:project. GmbH in writing or by fax. Neither the tour management nor zet:project. GmbH are authorised to acknowledge claims.
- c) Both contractual and non-contractual claims by the participant shall become time-barred after one year. This shall not apply to personal injuries or loss or damage brought about through intent or gross negligence. The period of limitation shall commence on the day when the event is due to end according to the contract.

#### 16. Participant insurance

For the duration of the event, the participant (and any companions) shall be covered by accident insurance offering the following benefits:

- In the event of death of the participant (or a companion) 120,000 EUR
- In the event of disablement of the participant (or a companion) 240,000 EUR
- In the case of passengers (participant/companion) in a racing car, the insured amounts are as follows:
  - In the event of death of the passenger 600,000 EUR
  - In the event of disablement of the passenger 600,000 EUR

The participant is responsible for arranging any more extensive insurance cover, including in particular medical insurance.

#### 17. Vehicle insurance and recourse

##### a) Participation using the participants' own vehicles

The participant is responsible for providing adequate insurance cover for his vehicle. Mercedes-AMG GmbH does not have separate vehicle insurance cover for participants and their vehicles during the event.

##### b) Participation using vehicles rented from Mercedes-AMG GmbH

Where vehicles are rented from Mercedes-AMG GmbH, the insurance cover for the participant is subject to the terms and conditions of the rental contract that must be concluded separately between the participant and Mercedes-AMG GmbH (see section 3.b). A sample rental contract can be requested from Mercedes-AMG GmbH at any time.

##### c) Participation using the vehicles provided

The vehicles provided are covered by third-party and fully comprehensive insurance for car travel on the route specified by the instructor from the start until the end of the event. Any damage to vehicles must be reported to the competent instructor or project manager without delay.

In the event of loss or damage caused by the participant, the participant shall be charged a deductible in the amount of:

- EUR 5,000 for the Mercedes-AMG GT3
- EUR 2,500 for all other vehicles

In a departure therefrom, the deductible shall be 1,000 EUR for all AMG EMOTION-Tour events.

This shall be without prejudice to any (more extensive) right of redress on the part of the insurance provider, in particular in the event of grossly negligent behaviour, failure to follow the instructions issued by the instructors or project manager, or failure to comply with the legal regulations or prescribed speed limits.

In the event of negligent conduct of the participant, Mercedes-AMG GmbH also reserves the right to seek recourse from the participant for loss or damage for which Mercedes-AMG GmbH has not been compensated by its insurance provider. Furthermore, Mercedes-AMG GmbH reserves the right to charge the participant, in the event of negligent conduct, for the costs incurred by Mercedes-AMG GmbH as a result of processing the case of loss or damage.

#### 18. Applicable law and language of the contract

- a) The contractual relationship between the participant and Mercedes-AMG GmbH shall be governed exclusively by German substantive law, including in particular Sections 651 a ff. German Civil Code.
- b) The language of the contract shall be German. Even when the contract is translated, the German version of the contract shall be the only legally authoritative version. The participant can decide whether or not to translate the original German version of a contract at the participant's sole discretion. If Mercedes-AMG GmbH provides the participant with a translation, it is without any legal obligation and – with the exception of intent – under the exclusion of any warranty and any contractual and non-contractual liability on the part of Mercedes-AMG GmbH.

#### 19. Place of jurisdiction

- a) The place of jurisdiction for all claims arising from this contract is Affalterbach (head office of Mercedes-AMG GmbH), provided that the participant is classified as a merchant within the meaning of the German Commercial Code, notwithstanding the right of Mercedes-AMG GmbH to bring an action at other locations. This shall also apply to the assertion of non-contractual claims, where these are at least partially identical to contractual claims (except in the case of intentional tort).
- b) The following applies to non-merchants: The place of jurisdiction for all claims arising from this contract and for all non-contractual claims is Affalterbach (head office of Mercedes-AMG GmbH), if the participant does not have a general place of jurisdiction within Germany, transfers his domicile or usual place of residence to a location outside of the home country (Germany) after conclusion of the contract or if the participant's domicile or usual place of residence is not known at the time when the action is brought.

#### 20. Data protection

All personal data shall be collected and processed in accordance with the German legal provisions governing data protection. Only personal data, which is required for the purpose of providing the tours, shall be collected and forwarded to partners. These employees, as well as our own, are required by us to observe data secrecy. Data shall only be transferred to public agencies or public authorities within the scope of valid legal provisions. The participant hereby agrees accordingly.

#### 21. Severability clause

If any provision of this contract, including these terms and conditions of participation, should be or become invalid or ineffective, this shall not affect the remaining content of the contract or the terms and conditions of participation. In such cases, the contracting parties undertake to replace the valid or ineffective provision with another valid and effective provision, which comes as close as possible to achieving the commercial purpose of the original provision. A similar approach is to be adopted if a loophole becomes apparent during the contract performance.

#### 22. Provider

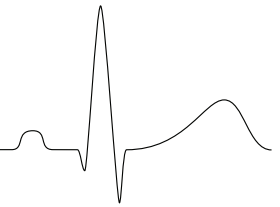
Mercedes-AMG GmbH  
Daimlerstrasse 1  
D-71563 Affalterbach, Germany  
Telephone: + 49 7144 302-0  
Fax: + 49 7144 302-120

In charge of event delivery:

zet:project. GmbH  
Kohlhammerstrasse 6  
D-70771 Leinfelden-Echterdingen, Germany  
Telephone: + 49 7144 302-575  
Fax: + 49 7144 302-576



# Special Terms and Conditions 2016 AMG GT3 COMPETITION



## 1. Type of Event

In departure from clauses 1 and 2 of the Conditions of Participation, the 2016 SLS AMG GT3 COMPETITION is a competitive event and part of the AMG Driving Academy MASTERS series.

The competition will take place on one racetrack. The participants will drive a specified number of laps. The participants' ranking will be based on an assessment of their abilities with respect to sprinting and consistent driving.

## 2. Safety Equipment

In addition to the provisions of clause 10 of the Conditions of Participation, a complete set of safety equipment pursuant to the FIA or DMSB requirements (blue part) is mandatory for all participants. This includes a safety helmet with HANS, as well as fire-retardant overalls, shoes, gloves, underwear and storm hood pursuant to FIA standard 8856-2000.

## 3. Permitted Vehicles

a) Only SLS AMG GT3 vehicles which meet the current FIA GT3 specifications will be permitted to take part in the COMPETITION.

b) Identification/advertising on the competition car and driver's clothing

The identification and advertising material provided by the event organizer free of charge must be affixed to the competition cars in accordance with the vehicle sticker regulations and remain in place until the competition has finished.

Any advertising on vehicles or driver's clothing for products of another vehicle manufacturer or for products which are in competition with those of the event organizer and/or its industrial partners must be removed during the event, or covered up by suitable means.

The competitor may only affix his/her own additional advertising to his or her own vehicle with the prior written consent of M-AMG, and then only within certain limits.

c) M-AMG reserves the right to allow participation in the event for guest drivers who do not satisfy the conditions stated in the brochure, outside the regular evaluation.

## 4. Document Control

a) The inspection times are stated on the event organizer's schedule and must be precisely adhered to. At the inspection, participants must show the following:

- Confirmation of Participation
- Driver's license pursuant to clause 4c) of the Conditions of Participation
- Qualification certificate from SLS AMG GT3 training
- Vehicle registration and type approval documents (for participants driving their own vehicles)
- Evidence of liability insurance (see 9.b))

b) Drivers with medical conditions which could affect their eligibility to take part, or which could be relevant in the event of an accident (such as allergy-sufferers, hemophiliacs, diabetics) must send M-AMG written notification, stating their name and the precise nature of the condition, prior to the event. Participants with injuries or temporary disabilities are required to present themselves to M-AMG before and/or during the event. M-AMG or its agents shall decide whether the participant may take part or continue to take part in the event. No protests against decisions taken on the basis of these terms and conditions will be accepted.

c) Once the participant's documents have been inspected and approved, the participant will receive a confirmation sticker, which must be affixed to the competition car in accordance with the instructions.

## 5. Technical Inspection

a) The inspection times are stated on the event organizer's schedule and must be precisely adhered to. The participant must report for the technical acceptance test with the competition car, the vehicle registration documents, and the required driver safety equipment. The competition car must be presented in the same condition as it will be in for the subsequent competition and must also comply with the applicable technical requirements. If a vehicle requires a type approval certificate, said certificate must also be presented.

b) Checks will be carried out to ensure that all the requirements set forth in these terms and conditions are complied with (see clause 8).

c) Once the technical acceptance test has been passed, the participant will receive a confirmation sticker, which must be affixed to the competition car in accordance with the instructions.

d) Vehicles which do not meet the technical specifications, will be rejected and will not be allowed to take part in the event. In this case the cost of travel will not be reimbursed. However, M-AMG must allow for any savings made and advantages obtained as a result of alternative use of the unused services, including the amounts with which it has been credited by service providers.

Where defects could be remedied, the event organizer may order that the vehicle be presented for re-inspection.

## 6. Driver Briefing

a) The drivers must take part in the driver briefing held by the race director. During this briefing, the drivers will be informed about the starting procedure, the running order, and any special details.

b) After attending the briefing, the driver will receive a confirmation sticker which must be affixed to the competition car in accordance with the instructions.

## 7. Races

a) Only vehicles displaying all three stickers for document inspection, technical inspection and driver briefing will be entitled to line up for the practice session, qualifying, and the competition itself.

b) The competition car must not have more than one person in it at any time during the races.

c) Drivers must always be in full safety clothing and have their seatbelt on before taking the competition car to the race track.

## 8. Technical Regulation

a) Any exception other than those explicitly listed under 8.d) is prohibited. M-AMG or persons authorized by M-AMG shall decide whether to approve any variations from the technical regulation which do not have any competitive advantage.

b) Technical condition

The condition of the vehicle, in particular of components relevant to safety, such as seatbelt, brakes, and chassis, must be suitable for the competition.

• Brake disks and brake linings must be of a sufficient thickness, at least 34 mm for brake disks and at least 9 mm for brake linings, and tires must have sufficient tread.

• All fluids such as engine oil, transmission fluid, coolant, and brake fluid must be adequate both as regards condition and level.

c) Installed equipment and items carried in the car such as video camera, stopwatch, and data logger must be securely fastened down. The retention force must be more than 20 times the weight pressure of the item to be secured.

d) Setup

• All of the vehicles provided have an identical, circuit-specific basic setup (including vehicle height, weight, restrictor, ECU mapping, shock absorbers, toe, camber, and castor).

• Participants using their own vehicles will receive the specification for this setup with confirmation of registration, and are responsible for ensuring that their vehicles are set up correctly ahead of the event. Compliance with the specifications will be checked during the technical inspection.

• Permissible changes: air pressure, 4 clicks stability adjustment, vents  $\pm 2^\circ$  variance based on specified setup setting.

• Tire type (manufacturer, dimension, mix, profile) will be specified by the event organizer, and will be identical for all vehicles.

• The tire type (slick, wet) will be specified by the event organizer depending on the weather conditions.

• One set of tires will be provided by M-AMG (included in the price). If a change in the tire type (slick, wet) is necessary, M-AMG will provide another set of tires free of charge. Additional tires will be available for purchase. The participant may not use his/her own tires.

• Tires may only be replaced with identical new tires in the event of damage, or if one or more tires no longer has/have the required tread depth (see point 8.b)). Whether damage is present or the tire thickness is no longer sufficient will be examined by M-AMG or a person appointed by M-AMG.

e) Repair or replacement of a damaged vehicle

A vehicle which has been damaged or involved in an accident or is no longer suitable for some other reason may be repaired, if possible, or replaced with another suitable vehicle. The technical inspection (pursuant to point 5) must be repeated for the replacement vehicle. The participant shall have no automatic entitlement to repair or replacement of the vehicle.

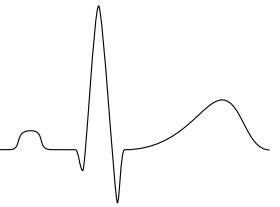
## 9. Insurance

a) Participation using vehicles rented from M-AMG

Where vehicles are rented from M-AMG, the participant's insurance cover shall be governed by the terms and conditions of the rental agreement concluded between the participant and M-AMG. A copy of the rental agreement may be requested from M-AMG at any time.

b) Participation using private vehicles

Participants entering the competition in their own vehicle must have third party liability insurance for their competition car with minimum cover of EUR 150,000.



#### **10. Consent of the Owner/Keeper and Indemnity against Claims**

If a participant enters the competition with a private vehicle (9.e) but is not the owner and/or keeper of the vehicle, he or she is obliged to obtain the consent of the owner and/or keeper of the vehicle (both, if applicable) to the vehicle being used in the SLS AMG GT3 competition event, and must present evidence of this consent to AMG.

In the event that the participant causes damage to the borrowed vehicle or causes the vehicle owner and/or keeper to be liable for third-party damage, where AMG is in no way culpable, AMG shall be indemnified against any claims on the part of the vehicle owner and/or keeper against AMG. If AMG is also partly culpable (contributory negligence), section 254 German Civil Code (BGB) shall apply to the right to indemnity.

#### **11. Responsibility**

Participants shall take part in the event at their own risk. They shall bear sole responsibility under civil and criminal law for all loss caused by them or by the vehicle they are driving.

#### **12. Protests**

Protests against recorded times and arbiters of fact (e. g. instructors) and group protests are not permitted.

Other protests must be submitted to the race director in writing within 30 minutes of the results being posted. No fee is charged for a protest.

If the results are sent to the participants by post, the period allowed for protests shall end at midnight on the 7th day after the results have been sent. The date of the post-mark shall be authoritative.

#### **13. Waiver and Covenant not to Institute Legal Action**

The decisions of M-AMG as judge pursuant to section 661 BGB are legally binding; there is no recourse to legal action.

#### **14. Schedule**

The participant accepts responsibility for complying with the up-to-date schedule for the event and effecting the required actions at the specified time. Any necessary changes at short notice will be announced and displayed in writing on the notice board.

Entrants arriving late shall not be entitled to participate in the event or to catch up on parts of the event already completed. In such a case the cost of travel will not be reimbursed. However M-AMG must allow for any savings made and advantages obtained as a result of alternative use of the unused services, including the amounts with which it has been credited by service providers.