

# General Terms and Conditions of Business

of the event organizers for drivers/passengers on the “A-Rock Driving Event”  
GLA course on the premises of the Mercedes-Benz plant in Rastatt

By purchasing an entrance ticket, the buyer/legal holder of the entrance ticket acknowledges the event organizers’ general terms and conditions of business (referred to as the “GTCBs” in the present Agreement) and waives the application of their own GTCBs. The “event organizers” of drives on the GLA course (referred to as the “Course” in the present agreement) on the premises of the Mercedes-Benz plant in Rastatt as part of the “A-Rock Driving Event” (referred to as the “Event”) in the present Agreement) are Tufa GmbH, Gewerbestr. 10, 78345 Moos (referred to as “TUFA” in the present Agreement) and Daimler AG, Mercedesstr. 137, 70327 Stuttgart (referred to as “DAIMLER” in the present Agreement). TUFA is responsible for instructing and supporting participants on the Course and those accompanying them, and shall provide the instructors for this purpose. DAIMLER shall provide the venue for the event as well as the vehicles, and shall manage the booking of entrance tickets.

## 1. Terms and conditions of participation

### 1.1 Eligibility for participation

In order to be eligible as a driver on the Course, a person (referred to as a “Participant” in the present agreement) must

- hold a valid driver’s license for the training vehicle
- be at least 18 years of age
- be able to converse very well in German in order to understand the instructor’s safety and driving instructions. It is not possible to offer support in other languages

Holders of “accompanied driving” licenses pursuant to Sec. 6a (1) StVG in conjunction with Sec. 48a FeV are excluded from driving on the course.

### 1.2 Rules of conduct for driving on the course

The Participant must exercise discipline during the Event.

- 1.2.1. German road traffic regulations apply on the course unless otherwise stated in these GTCBs.
- 1.2.2. The instructions given by the instructors and the local instructional and prohibitive signs must be followed.
- 1.2.3. The speed limit on the Course is 10 km/h, with the exception of the “bridge crossing” section where it is 5 km/h for the crossing.
- 1.2.4. Being under the influence of alcohol and drugs is strictly prohibited when participating in all active driving events. The Participant promises to take a rapid alcohol test at the organizers’ request, if such a test seems necessary due to reasonable suspicion of a violation of

sentence 1. In the event of violations of this regulation, the organizers shall be entitled to exclude Participants under the influence of alcohol and/or drugs from the Event. The Participant shall not be entitled to the reimbursement of the participation fees.

1.2.5. Prescribed seat belts must be worn by the Participant while driving.

### **1.3 Bringing companions and animals**

1.3.1. Companions may be brought along. For the purposes of the present Agreement, “companions” are persons other than the Participant who take part in the event passively as passengers and are at least 8 years of age. The passive participation of specific companions is only possible if it has been booked in advance and approved accordingly by DAIMLER. The rules of conduct pursuant to section 1.2 apply mutatis mutandis to companions.

1.3.2. Animals may not be brought to the event.

## **2. Vehicles**

Only the vehicle provided by DAIMLER shall be used to navigate the course. Participating with other vehicles is not permitted.

## **3. Participation fee/payment**

3.1. Individuals shall generally pay the participation fee before starting the drive on the course. The amount may be paid on site in cash or using a debit/credit card.

3.2. For groups of participants it is also possible for an invoice to be made out in addition to the means of cash payment listed in section 3.1.

3.3. The organizers reserve the right to make changes to the itinerary in the event of force majeure or the sickness of instructors. The provisions of section 7.2 apply mutatis mutandis.

## **4. Liability for personal injury and damage to property**

4.1. The organizers, the Participant and their companions shall be liable in accordance with statutory provisions, which limit the organizers’ liability to cases of intent and gross negligence.

4.2. The Participant acknowledges that there are risks associated with the use of the Course. Participation is therefore at the Participant’s own responsibility and risk. The Participant is responsible for their companions’ conduct and shall be held liable for all damage caused by their companions.

4.3. Regardless of culpability on the part of the organizers, any liability of the organizers in the event of the malicious concealment of a defect, the assumption of a guarantee or a procurement risk and in accordance with German product liability law shall remain unaffected. Personal liability on the part of the organizers’ legal representatives, vicarious agents and employees for damage caused as a result of slight negligence shall be excluded.

4.4. The liability restrictions of this section do not apply to injuries to life, limb or health.

## **5. Insurance coverage**

5.1. The participation fee includes guest accident insurance for the duration of the Event, which starts from the moment the Participant enters the premises of the Mercedes-Benz plant in Rastatt. If no additional vehicle occupant accident insurance is taken out, coverage shall be limited as follows:

- a) In the event of death: EUR 60,000
- b) In the event of invalidity: EUR 120,000

5.2. The vehicles provided by DAIMLER are covered by comprehensive vehicle insurance (including liability) with a deductible for the Participant of EUR 5,000.00 in the event of damage. DAIMLER shall pay the deductible for the Participant unless the damage was caused as a result of gross negligence on the part of the Participant.

5.3. In the case of incidents, which are not covered by the insurance, the Participant shall be liable for all damages caused by them or their companions. This is the case for example if damage is incurred as a result of gross negligence on the part of the Participant or their companions.

## **6. Cancellation or rebooking by the Participant**

6.1. Bookings of entrance tickets for individuals cannot be cancelled. In the event of non-participation, the Participant and/or their companions shall not have any entitlement to the reimbursement of paid participation fees.

6.2. The bookings of entrance tickets for groups of participants may be cancelled provided a corresponding notice in the group's name is delivered to DAIMLER in writing, fourteen days prior to the event, at the following address:

Address: Mercedes-Benz Kundencenter Rastatt, Gottlieb-Daimler-Straße,  
76437 Rastatt

e-mail: a-rock-rastatt@daimler.com

The Participant and/or their companions shall be entitled to the reimbursement of the full participation fees.

6.3. Booked entrance tickets may be transferred to a replacement participant designated by the original participant at no additional cost provided the relevant DAIMLER employees are notified in good time prior to the start of the drive on the course and DAIMLER has agreed to the transfer. The terms and conditions of participation pursuant to section 1 apply mutatis mutandis to the replacement participant.

## **7. Cancellation, termination or relocation of the event by the organizers**

7.1. The organizers reserve the right to cancel, prematurely terminate or, with the participants' agreement, postpone the booked Event or a specific drive on the course for operational

reasons, in the event of non-appearance for the agreed time slot, or in the case of extreme weather conditions.

## **7.2. Entitlement to reimbursement**

In the case of 7.1., the Participant and their companions may be entitled to the reimbursement of the participation fees to the following extent.

- 7.2.1. If the Event or a specific drive on the course are cancelled through no fault of the Participant or their companions, the Participant and their companions shall be entitled to the reimbursement of the full paid participation fee.
- 7.2.2. If the Event or a specific drive on the course are terminated prematurely, the Participant and their companions shall be entitled to the partial reimbursement of the paid participation fee as appropriate. The appropriateness of the entitlement is based on the degree of culpability of the Participant and their companions. The Participant and their companions bear full responsibility for appearing promptly for the booked time slot.
- 7.2.3. If the Event or a specific drive on the course are relocated in consultation with the Participant, the Participant and their companions shall have no entitlement to the reimbursement of the paid participation fee.

## **8. Termination by the organizers**

The organizers reserve the right to exclude participants and/or their companions from the Event or specific drives on the course if

- a) the Participant and/or their companions repeatedly act in an undisciplined manner pursuant to section 1.2. This is the case for example if the instructors' directions or the German road traffic regulations are repeatedly violated in a gross manner and these violations put the Participant themselves, other people or property with a significant value at risk.
- b) there is reasonable suspicion that the Participant is not fit to drive, for example due to the influence of alcohol, drugs or medication.
- c) once the Participant has been found to qualify for participation, it becomes apparent that they do not hold a valid driver's license and/or cannot produce the same.

In such cases, there shall be no entitlement to the reimbursement of the paid participation fees.

## **9. Final provisions**

- 9.1. There are no ancillary verbal agreements.
- 9.2. Amendments and additions to these GTCBs must be made in writing. This also applies to any waiver or amendment of this requirement of the written form.

- 9.3. Should individual provisions of these GTCBs be or become wholly or partially invalid, this shall not affect the validity of the rest of these GTCBs. Invalid or unenforceable provisions shall be replaced by a valid or enforceable provision that reproduces or comes as close as possible to the original commercial intention. The same applies in the event of a loophole.
- 9.4. The organizers, participants and companions shall endeavor to reach a cordial agreement regarding any differences of opinion. If such an agreement cannot be reached, the exclusive jurisdiction of the courts of Stuttgart is hereby agreed on. The law of the Federal Republic of Germany applies.