

BMW DRIVING EXPERIENCE TERMS

DEALER VOUCHER

These terms („**the Terms**”) shall apply to vouchers („**the Voucher**”) which entitle their holder to participate in the event under the commercial name of BMW Driving Experience („**the Event**”) originally acquired (against payment or free of charge in relation to other products or independently of other products) and to participate in the Event.

The Event is organized by an advertising agency CORSE s.c. with its registered office in Warsaw (address: ul. Żołny 24a, 02-815 Warszawa, (Tax Identification Number (NIP): 5213511230), holding the status of the Driving Technique Improvement Centre within the meaning of the Act of 5th January 2011 on vehicle drivers (consolidated text: Journal of Laws 2017.987, as amended). In organizing the Event the Organizer acts as commissioned by BMW Vertriebs GmbH Sp. z o.o. oddział w Polsce (Branch Office in Poland) (address: ul. Wołoska 22A, 02-675 Warszawa) („**BMW**”).

1. General Provisions

- 1.1. An individual who is the Voucher’s holder and is registered for the Event as per these Terms shall be entitled to participate in the Event. The Voucher is an ID mark with a unique hyphenated digits and letters sequence entitling an individual who meets all formal requirements set forth herein to participate in the Event. The participation entitlement may be transferred onto another individual in accordance with conditions set forth in item 4 hereof.
- 1.2. These Terms shall apply to Vouchers which were made available originally by an authorized BMW dealer in relation to the purchase of a specific BMW M car as part of this car’s accessories or to other Vouchers distributed against payment or free of charge by authorized BMW dealers. The holder of the Voucher referred to herein shall have the right to participate in the Event upon terms hereunder.
- 1.3. In order to participate in the Event, the Voucher must be activated. The Voucher is activated when (a) the date of the Event is specified and the Voucher’s holder is registered in case of a Voucher without a pre-defined date of the Event or (b) when the Event’s participant is registered – in case of a Voucher with a pre-defined date of the Event. The Voucher can be activated not later than within the period of time specified on the Voucher. The Voucher is activated by completing an online form available at www.bmw-drivingexperience.pl. The [Organizer](#) shall promptly confirm the activation by sending a confirmation to the email address provided during the Voucher’s activation. If the Voucher is not activated within the time limit specified herein, it shall expire and the Voucher’s holder shall not be entitled to a refund of the Voucher’s price or to receive the equivalent of its value.
- 1.4. As part of the Event’s participation offer the Organizer may also offer an “accompanying person” package. This package is integrally linked with the Voucher and may be purchased exclusively together with the purchase of the place in the Event subject to the fact that the use of the package is not conditional upon meeting any formal requirements and does not require registration of the accompanying person in the Event. The “accompanying person” package shall entitle you to use catering available for participants of the Event, however, it does not entitle to participate in the driving experience as a passenger or as a driver or to participate in the theoretical part of the experience.
- 1.5. At the www.bmw-drivingexperience.pl platform the Organizer may offer various categories of Events at various times. The Voucher shall entitle their holder exclusively to participate in the Event of a particular category. In order to change the event category the Organizer must be contacted directly at the hotline number provided on the website.

2. Specific Consumer Rights in relation to entering into contracts remotely or outside of the company’s premises

- 2.1. An individual who purchased the Voucher from an authorized BMW dealer outside of the company’s premises or remotely shall have the right to withdraw from the contract within 14 days from the day of the transaction provided that (i) they act as a consumer in entering into the contract or (ii) they are entering into the contract directly in relation to their business

operations if the content of the contract proves that the operation is not of professional nature for the individual (i.e. the individual referred to in art. 38a of the Act of 30th May 2014 on consumers' rights (Dz.U.2020.287)).

- 2.2. The buyer may require that the service is performed before the statutory cooling off period ends. This statement is effected when the place is ordered in the Event falling on a day within 14 days from the day the Voucher is acquired.
- 2.3. In order to execute your cooling off right, you must notify the authorized BMW dealer from whom the Voucher was acquired that you withdraw from the contract by way of an express declaration (e.g. in the form of a letter sent by post, faxed or emailed) to [the](#) address provided by the dealer. It is possible to use the withdrawal form attached hereto, however it is not obligatory. In order to comply with the prescribed period of time it is sufficient to send information on execution of the cooling off right to the address provided above before the cooling off period ends.
- 2.4. In the event of the withdrawal from the contract under item 2 hereof all funds, if the Voucher was acquired against payment, received from the participant shall be returned to them immediately and in any event no later than within 14 days from the day the withdrawal notification is received. The funds shall be returned to the bank account indicated in the withdrawal declaration. Any other return of the funds shall be possible, however, it requires direct contact with the authorized BMW dealer.

3. Payment Terms

If the Voucher was issued against payment, the price for the place in the Event shall be payable in advance in full amount. Acceptable forms of payment may vary depending on the moment of payment. The price shall be payable to the bank account provided by the authorized BMW dealer.

4. Participation in the Event

- 4.1. The Voucher's holder may participate in the Event exclusively within eighteen months from the Voucher's issue day provided on the Voucher (validity period). Any change of the Event's date after the Voucher is activated is not permitted (non-refundable order) unless the Organizer has free places on other days within six months of the original date of the Event provided on the Voucher (an alternative date). In order to find out if there is any availability of places on the alternative date it is necessary to contact the Organizer by phone at the Organizer's hotline number provided on the Voucher. The change of the Event's date pursuant to the second and third sentences of this item 4.1 shall be possible only once within non-negotiable period of up to 14 calendar days prior to the Event's date and subject to the provision stated therein i.e. exclusively if there are other places available on the alternative date.
- 4.2. An individual who is the Voucher's holder and is registered for the Event if formal requirements specified in item 4.4 below are met shall be entitled to participate in the Event. You are registered for the Event when the Voucher is activated. Last verification of meeting formal requirements to participate in the Event shall be conducted directly before the start of the Event.
- 4.3. A registered participant of the Event may transfer their participation right onto another person. This transfer may be effected an unlimited number of times. In order to transfer the participation right the registered participant of the Event must generate a transfer code (session code) and indicate the address the code shall be sent to. After receiving the transfer code (session code) the individual to whom the participation right is being transferred must register for the Event with the use of the transfer code (session code) received no later than seven days before the Event - registration is made by completing an online form available at www.bmw-drivingexperience.pl and providing, among other things, data required for verification of formal participation requirements. The Organizer shall promptly confirm the registration for the Event by sending a confirmation email to the email address provided during the registration for the Event.

- 4.4. Only persons who (a) have a valid driving license and are at least 21 years old or have a valid driving license for at least two years on the day of the Event and (b) have not been banned from driving by competent authorities shall have the right to participate in the BMW M Intensive Training and BMW M Perfection Training Event. In case of BMW Basic Safety Training only a valid driving license and no driving ban are required. The formal participation requirements for other categories of Events may be different, whereby a relevant notice shall be added to the description of a relevant Event. In each case formal participation requirements must be met on the day of the Event.
- 4.5. Prior to the Event the participant must present a valid driving license and ultimately confirm that all other formal requirements are met under the pain of being banned from the Event with no refund of the price. For safety reasons the Organizer may also ask all or selected participants prior to the Event to agree voluntarily to a breathalyzer test. In the event a participant is found to be under the influence of alcohol, the Organizer will ban the participant from participating in the Event with no refund of the price. The participant may refuse the breathalyzer test, whereby such refusal shall be deemed as a failure to meet all formal participation requirements with no refund of the price. Moreover, for safety reasons, participants of driving experience conducted in Polish must have the command of Polish enabling them understanding and following orders given by the training staff. For the same reasons, participants of driving experience conducted in English must have the sufficient command of English.
- 4.6. If the Event comprises a theoretical and practical parts, the participant is not allowed to only attend the practical part of the Event if they did not attend the theoretical part preceding the practical part. If the participant is showing signs of lacking basic theoretical part elements, they shall not have the right to participate in the remaining part of the Event.
- 4.7. If the booked Event includes a motorcycle ride, the participant must bring complete protective clothing to the Event (helmet, gloves, protective jacket and trousers/suit designed for the motorcycle together with protective guards, motorcycle shoes up to mid calf) as well as a valid driving license. All other types of shoes (including regular lace ups, trekking shoes, combat boots, etc.) shall not be permitted. The Organizer reserves the right to ban participants who do not have suitable clothes from the training. In such cases the price for the Event shall not be subject to refunds.
- 4.8. The Event shall take place regardless weather conditions. In case of extreme weather which could affect the safety of participants, the Organizer reserves the right to cancel or finish the Event at any time, also during the Event. The Organizer shall make this decision. In this case participants shall have the right to participate in the Event at another time agreed with the Organizer, but shall not be entitled to a refund.
- 4.9. The price for the participation in the Event shall be payable regardless of actual participation unless the Event did not take place for reasons attributable to the Organizer. If the Event did not take place for reasons attributable to the Organizer, the participant shall have the right to participate in the Event on an alternative date within twelve months from the original date of the Event agreed with the Organizer and in case of no availability within such period of time, shall have the right to a refund.
- 4.10. In the event the Voucher is acquired as an element of accessories for a specific BMW M car, the Voucher's value shall be included in the price of the car. As a result, if the purchaser of the car cancels the order for the car after the Voucher is used, they shall be required to pay the catalogue price of the Event as per rates effective at the day of the car's order to the authorized dealer. The price for the participation in the Event shall be deducted by the authorized BMW dealer from the advance paid by the purchaser of the car toward the price of the car and if the purchaser did not pay any advance, the price of the Event shall be paid upon the first demand of the authorized BMW dealer.

5. Insurance for the Participants

- 5.1. In order to have the accident insurance cover for the Event, the Organizer shall provide the participants with the following accident insurance covers:
- accidental death insurance: PLN 65,000;

- disability insurance: proportional benefits as part of which the insured receives one percent of the insured sum for each percent of their disability;
- medical expenses insurance: PLN 12,000.
- Basic benefits: (a) purchase of assisting means, prosthetics and other orthopedic articles – up to the amount of PLN 6,000 and (b) professional training for the disabled – up to PLN 6,000 and (c) dental teeth reconstruction PLN 2,000 max. PLN 200 per one tooth.

5.2. The accident insurance costs are included in the participation price. It is recommended that participants should obtain additional accident insurance and third party liability insurance covering this type of insurance claims.

6. Liability

- 6.1. Participants shall take part in the Event and shall move around the track as well as other training zones at their own risk and responsibility.
- 6.2. Participants shall be required to observe, at all times, any and all restrictions, orders and guidelines then in effect regarding participation in events such as the Event, including ones pertaining to the hygienic requirements arising from (a) general legal regulations, (b) decisions of relevant state authorities issued in any form, (c) regulations of the Organizer based on general legal regulations or decisions of relevant state authorities the purpose of which is to ensure safety and protection of health and life of the Event's Participants. In the event of any Participant being diagnosed with COVID-19 or other diseases in relation to the participation in the Event, the Participant is required to take all necessary measures imposed or recommended by public authorities in connection with such sickness and shall be exclusively liable for the effects of any omissions to this effect. The Organizer shall ensure that Events are conducted with all restrictions, orders and guidelines all restrictions, orders and guidelines referred to in the first sentence of this item and addressed to the Organizer taken into consideration.
- 6.3. The contractual and tort liability of the Organizer and BMW for the effects of events occurred during the Event, including the effects of any sickness shall be excluded to the extent permitted by law. The above disclaimer shall not apply to any losses caused by any willful misconduct.

7. Conduct Policy for Participants during the Event

- 7.1. During the Event participants shall be required to observe (a) commonly effective traffic safety regulations, including in particular driving in accordance to the rules under the Act of 20th June 1997 – Traffic Law Act (Journal of Laws 2018.1990, consolidated text), (b) rules and regulations effective at the location of the Event and (c) instructions given by the Event's service staff. The nature of the Event requires physical exercise and therefore, participants must demonstrate physical and mental fitness.
- 7.2. For safety reasons during the entire course of the Event an absolute ban of overtaking other participants shall be in effect. It shall also apply to driving in zones where public road traffic occurs. Deviation from this ban shall be possible only upon an express instruction of the instructor. During the entire Event an absolute ban of alcohol consumption shall be in effect (the permissible blood alcohol level is: 0.0). Each participant who shall breach the above rules or in relation to whom there is an justified suspicion of alcohol consumption may be asked to subject themselves to a breathalyzer test. Sentences 2 to 4 of item 4.5 shall apply accordingly.
- 7.3. During the Event the participant may be asked by the Organizer or BMW for permission to use their image in materials related to this Event. Granting permission to use the image shall be completely voluntary and if the participant agrees, shall take place during the Event.

8. Resignation from the Event by the Participant

The participant may resign from participation in the Event without providing any reason at any time whereby in such case the price shall not be subject to a refund. This provision shall not

exclude the rights to which the buyer of the Voucher as a consumer is entitled and which are referred to in item 2 hereof.

9. Change of Date and Cancellation of the Event

The Organizer reserves the right to change the date of the Event or cancel the Event due to an insufficient number of participants registered for a particular date at the latest 14 days prior to the scheduled date of the Event. In this case the Organizer shall offer participants an alternative date within six months from the original date of the Event. If the Voucher was purchased for money, the participant shall have the right to ask for a refund of the entire price of the Event in the event the alternative date for the Event offered is not convenient for the participant. All other claims of the participants toward the Organizer shall be excluded to the extent permitted by law.

10. Governing Law and Jurisdiction

The competent court to settle all disputes between entrepreneurs shall be a Warsaw court of competent jurisdiction. Consumer disputes shall be settled by competent common court in accordance with effective legal regulations.

11. Complaints

- 11.1. In case of any irregularities regarding the quantity or quality of the service rendered, the participant shall have the right to file a complaint. The Organizer undertakes to review the complaint within 21 days from the filing day. In this time, if the complaint is justified, the Contractor also undertakes to take up all steps aimed at correcting any irregularities.
- 11.2. Complaints may be filed with the Organizer orally or in writing personally or by post at the service address or email provided below or by phone at the phone number provided below. In case of oral complaints (filed personally or by phone) the Organizer shall confirm the receipt of the complaint by means of communication to which the participant agreed earlier.

Phone and address details for declaration filed with the Organizer in relation to these Terms:
The Organizer: CORSE S.C. with its registered office in Warsaw, Tax Identification Number (NIP): 5213511230
Service address: ul. Żołny 24a, 02-815 Warszawa
Phone number: +48 666-661-661
Email address: biuro@driving-experience.pl

12. Special Provisions

The Organizer reserves the right to dedicate the Event exclusively to women so that only women, regardless of the manner of the Voucher's acquisition, shall be allowed to participate in the Event on a specified day. Dates for the Ladies Only Event shall be designated on the website www.bmw-drivingexperience.pl as Ladies Days. Applicable information may be also featured on the Voucher itself. The Participant's right to take part in the Event shall be verified upon their registration for the Event by specifying their gender. On Ladies Days men shall not be allowed to participate in the Event as its participants with no right to reimbursement or to receipt of an equivalent service.

Date: 27.03.2022