General Terms and Conditions of Manthey Racing GmbH

The travel organizer and contractual partner is exclusively Manthey Racing GmbH. Due to an agreement with Dr. Ing. h.c. F. Porsche AG (hereinafter "Porsche"), Manthey Racing GmbH (hereinafter "Manthey") is authorized to provide certain services. This registration does not establish a contractual relationship between you and Porsche.

Dear guest, in collaboration with Porsche, Manthey offers the driving training courses described on the website. Please pay attention to these terms and conditions because by making a booking, you acknowledge these terms and conditions, which were provided to you before the booking or made available online for your review. They apply to all (travel) events organized by Manthey. These conditions supplement §§ 651a-y of the German Civil Code (Bürgerliches Gesetzbuch, BGB), as well as Art. 250 and 252 of the Introductory Act to the German Civil Code (Einführungsgesetz zum BGB, EGBGB), and specify them.

The courses offered by Manthey aim to improve the participants' driving skills and safety on the road, contributing to increased safety in traffic and a reduction in accidents. The courses are not intended for achieving maximum speeds or engaging in competition. Instead, they aim to promote vehicle control, reaction speed, early recognition of dangerous situations, and the correct response in these situations.

1 Conclusion of the Contract

1.1 The participant initially registers non-bindingly on the travel organizer's online registration form and creates a customer account. By registering, the participant makes a binding offer to the travel organizer to conclude the contract. The contract is formed upon receipt of the acceptance declaration from the travel organizer. This declaration does not require any specific form. The travel organizer will promptly provide the participant with a confirmation after or immediately upon the conclusion of the contract.

1.2 The confirmation, which the participant receives promptly after completing the booking, contains all essential information about the services booked by the participant.

1.3 If the content of the travel organizer's confirmation differs from the content of the booking, a new offer is made by the travel organizer, to which they are bound for a period of 10 days. The contract is concluded based on this new offer if the participant, within the binding period, expressly declares acceptance, makes a deposit, or pays the remaining amount.

1.4 It is noted that, according to §§ 312 Abs. 7, 312g Abs. 2 Satz 1 Nr. 9 BGB, there is no right of withdrawal for package travel contracts according to §§ 651a and 651c BGB concluded in distance selling (online services, telemedia, mail, telephone, email, SMS). If the conditions are met, statutory rights of withdrawal and termination apply. However, a right of withdrawal exists when the contract for travel services according to § 651a BGB was concluded outside business premises, unless the oral negotiations on which the conclusion of the contract is based were conducted at the consumer's prior request; in this case, there is no right of withdrawal.

1.5 The participant is responsible for all contractual obligations of additional drivers, passengers, or accompanying persons for whom the booking is made, as for their own.

1.6 The participant must be at least 18 years old at the time of the event, except for the events of the "Rennsport Academy" & “Master Racecar” governed by Section 1.7. They must present a valid ID card or passport on-site, as well as a valid driver's license. The participant is obligated to promptly inform the event organizer of the withdrawal of the driver's license and any circumstances limiting the driver's license (such as license restrictions, temporary seizure, or confiscation of the driver's license, or a court-ordered or administrative driving ban). Participation in the form of "accompanied driving at 17" is excluded. The participant assures that no administrative driving ban has been imposed on them. Accepted licenses include:

- EU drivers licenses
- National licenses in German/English language
- National licenses from non-EU countries in a language other than English only with a certified German or English translation
- International licenses in connection with a national license

1.6.1 Please check with the relevant authorities whether an international license is necessary for your event. Without presenting a valid driver's license or in the case of a driving ban, the participant has no right to participate in the Manthey event. No refund of the participation fee will be made in these cases.

1.6.2 Without presenting a valid ID/passport, the participant has no right to participate in the driver training of the respective event. No refund of the travel price will be made in these cases.

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1.6.3 The additional participation requirements for each event are specified on the respective booking platform. Manthey decides on a case-by-case basis whether training completed outside the offered services is comparable to the specified training and will be accepted as a participation requirement.

1.6.4 On the event day during check-in, the participant must present their ID/passport, a valid driver's license, and a valid credit card. These details, along with the participant's home address, are included in Manthey's disclaimer, which the participant must sign as a prerequisite for participation.

1.7 Deviating from the provisions in Section 1.6, which state that participants must be at least 18 years old and present a valid driver's license at the time of the event, for the "Rennsport Academy" & “Master Racecar” events, drivers aged 16 and above may also participate if they have successfully passed an evaluation of their motorsport experience by a qualified motorsport expert. The evaluation is based on an individual assessment of the participant's driving skills and prior experience. The regulations in Sections 1.6.2 and 1.6.3 continue to apply, while Section 1.6.4 applies with the modification that the requirement to present a driver's license is waived. Instead, the presentation of a guarantor's credit card is sufficient, and the liability waiver must be signed by an authorized representative.

1.8 Conclusion of the Contract with the Involvement of Third Parties

1.8.1 Third parties (e.g., transport companies, service providers) are not authorized by the travel organizer to make agreements, provide information, or make assurances that modify the agreed content of the contract, go beyond the contractually promised services, or contradict the event description.

1.8.2 If the participant only books an additional service (hotel, taxi, admission tickets) from an external provider without additional services, the travel organizer only acts as a broker of an external service. Contractual relationships are established exclusively between the participant and the respective provider through the acquisition of brokered external services. The name of the respective provider can be found in the respective issued service vouchers.

2 Payment

2.1 Travel organizers and intermediaries may only request or accept payments towards the travel price before the completion of the event if the participant has been provided with a security certificate (insolvency insurance by Zurich Insurance plc, branch for Germany). After the conclusion of the contract, an advance payment, usually amounting to 25% of the travel price, becomes due upon handing over the security certificate. The exact payment amount is specified in the confirmation/invoice and is immediately payable. The remaining payment is due 30 days before the start of the event and must be made without further prompting, provided that the security certificate has been handed over and it is confirmed that the event will be conducted as booked. In the case of last-minute bookings (from the 29th day before the start of the journey), the entire price becomes immediately due.

2.2 Fees for cancellation (see Section 9), processing and rebooking fees (see Sections 9, 11), as well as fees for individual event customization (see Section 8) are also immediately payable. The invoice is being omitted if the costs are covered by a third party.

2.3 Prices are in Euro, including the legal value-added tax of the respective event country. The invoice amount is payable without deductions. Payment is only possible in Euro. Any bank charges must be covered by the participant.

2.4 The participant can pay the respective invoice by bank transfer or credit card. If the requested (partial) amount does not reach Manthey within the specified payment period, Manthey is entitled to set a grace period of 7 working days and, if it expires unsuccessfully, withdraw from the contract. When paying with a credit card, credit card details are separately requested during the booking. Additionally, the travel organizer requires the participant's address or, if applicable, the recipient's address for the documents and the participant's consent for debit from the bank account via the credit card.

2.5 If the participant has not received the event documents by no later than 4 days before the start of the event, they should promptly contact Manthey. For last-minute bookings within 7 days before the start of the event, the participant will receive their documents after coordination with the on-site event management. The event documents must be carefully checked by the participant upon receipt.

2.6 If payments are not made or not made in full in accordance with the agreed due dates, and if the participant does not pay even after a reminder with a grace period, the travel organizer may withdraw from the respective contract, unless there is a significant defect in the event at that time.

2.7 In case of withdrawal from the contract as per the preceding sentence, the travel organizer may demand cancellation fees as compensation according to Section 9 of these terms and conditions. If the participant does not make payments despite the due date, the travel organizer also reserves the right to charge a reminder fee of 10 Euros for the second reminder. The participant is not precluded from proving that no costs were incurred or that they were significantly lower.

2.8 Costs for additional services are not included in the travel price unless expressly stated in the service descriptions. If such costs arise at the participant's request, they will be billed separately.

3 Services / Prices

3.1 The extent of the services offered by Manthey is solely determined by the booking confirmation (see Section 1).

3.2 The travel price with Manthey includes the services listed in the booking documents.

3.3 The participant bears the following costs and is responsible for organizing these services independently:
- Costs for arrival and departure (unless otherwise described in the event documents)
- Accommodation costs in the hotel as specified, as well as hotel incidental expenses, e.g., for drinks, parking, telephone

3.4 Before the conclusion of the contract, the travel organizer may make changes to the descriptions of services, of which the participant will, of course, be informed before booking.

4 Vehicles

All events are designed for participants to use their own vehicles. The conditions under which participation with one's own vehicle is not possible are specified in the current travel description.

4.1 Participation in Provided Rental Vehicles of the Porsche Brand (Road and Racing Vehicles)

4.1.1 Within the events, vehicles of the Porsche brand can be provided for the entire duration of the event for a separate fee. The participant's use of the vehicle requires them to sign a separate rental agreement for the vehicle at the beginning of the event.

4.1.2 The provided Porsche vehicles have vehicle insurance (racing vehicles have racing collision coverage) or coverage through the travel organizer for the amount exceeding the deductible.

4.1.3 For the provided Porsche vehicles in the context of driver training, there is no comprehensive insurance. However, the participant is treated regarding vehicle damages as if there were comprehensive insurance with a deductible. The deductible amount depends on the vehicle model and is specified in Manthey's respective vehicle rental agreement or can be obtained in advance from Manthey. Damages to the racetrack or third parties are not covered by the deductible.

4.1.4 The travel organizer reserves the right, in the event of damage to a provided vehicle, to immediately collect half of the deductible. A detailed damage report (created on-site) along with an assessment will be provided to the participant as soon as possible but no later than 60 days after the end of the event series.

4.1.5 If the liability insurance becomes ineffective due to intentional or grossly negligent behavior by the participant, or if the liability insurance can take recourse against Manthey due to the participant's behavior, or if damages occur due to the participant's fault that are not covered by liability insurance, the participant is liable for all damages caused by them that are not covered by liability insurance. In the case of gross negligence, the travel organizer is entitled to claim from the participant, in a scope corresponding to the severity of the fault, up to the total amount of damages. As long as the participant is merely treated as if comprehensive insurance were in place, the event organizer is exempted from the duty to perform in cases of slight, ordinary, and gross negligence on the part of the participant. The organizer is entitled to hold the participant liable to an extent corresponding to the severity of the negligence, up to the full amount of the damages.

4.1.6 For certain events, especially those involving extensive free driving, there is a kilometer limitation per event day. Such limitations are explicitly mentioned on the respective booking platform and in the vehicle rental agreement.

4.1.7 For the "Rennsport Academy" event, the so-called "Motorsport Principle" applies. This means that each participant is personally liable for all damages to the vehicle, regardless of whether the damage was caused by their own fault or by a third party. There is no limitation of liability to intentional or grossly negligent behavior by the participant. Each participant is obligated to cover the damages to the vehicles incurred during the event up to the amount of the deductible.

4.2 Participation in Own Road Vehicles

4.2.1 If the participant chooses not to rent a vehicle for the event and opts to use their own vehicle, it must be registered for public road use by the relevant registration authority, unless the event is specifically conceived for non-road registered vehicles. Furthermore, the vehicle must be free of any technical defects, and all safety-related wear parts (especially tires and brakes) must be in like new condition. For the safety of the participant and all attendees, on-site mechanics will assess the tires and brakes of participants' vehicles for suitability.

4.2.2 Only participants' own vehicles that meet the requirements of the respective driver training are allowed to participate. The requirements will be communicated to the participant on the respective booking platform. The owner must ensure that the vehicle complies with the communicated requirements and, if applicable, the homologation regulations of the respective event.

4.2.3 Manthey reserves the right to exclude participants who use vehicles that do not meet the above requirements according to Section 4.2.2 or whose safety devices have expired from the event, without refunding the participant fee. There is no entitlement to a replacement vehicle.

4.2.4 For participation with their own vehicles: The participant must ensure sufficient insurance coverage for their own vehicle as well as for any damages they may cause to other participants' vehicles. There is no separate vehicle insurance coverage for participants' own vehicles during the event on the part of the organizer.

4.2.5 In case of technical problems or damage to the participant's vehicle during the event, there is no entitlement to a replacement vehicle from the travel organizer.

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4.3 Participation in Non-Street-Legal, Own Racing Vehicles

4.3.1 For events specifically designated as such, Manthey does not provide vehicles for the entire duration of the event; participants are allowed to use their own racing vehicles, including those from other manufacturers. The used vehicle must be free of any technical defects, and all safety-related wear parts (especially tires and brakes) must be in like new condition. For the safety of the participant and all attendees, on-site mechanics will assess the tires and brakes of participants' vehicles for suitability. A vehicle passport issued by a motorsport association is not required.

4.3.2 The owner must ensure that the vehicle complies with the communicated requirements and, if applicable, the homologation regulations of the respective event. As a guideline, the vehicle must meet the minimum requirements of the GT4 homologation.

4.3.3 Manthey reserves the right to exclude participants who use vehicles that do not meet the above requirements according to Section 4.3.1 and 4.3.2, respectively, or whose safety devices have expired from the event, without refunding the participant fee. There is no entitlement to a replacement vehicle.

4.3.4 The travel organizer advises participants to clarify with their respective insurer the existence of an appropriate racing collision insurance in view of their planned participation in an event as part of the driver training with their own vehicles and to arrange such insurance accordingly.

5 Accompanying Person

Each participant has the opportunity to register accompanying persons for an event. Accompanying persons who are at least 16 years old at the time of the event and can potentially identify themselves on-site with a valid ID/passport are allowed to be in the box or pit lane at their own risk and participate as passengers, subject to the regulations of the respective racetrack and if specifically allowed in the respective briefing. These regulations can be obtained in advance from Manthey. Accompanying persons under 16 years old are only allowed in the paddock and hospitality areas and must be accompanied at all times by a responsible adult. Supervision of the accompanying person by Manthey staff is not possible. The accompanying person must sign a separate waiver of liability, which can be requested from the tour operator. In the case of minor accompanying persons, the waiver of liability must be signed by their legal representatives.

6 Safety Precautions

6.1 Throughout the entire duration of each event, participants must follow the instructions of Manthey staff and instructors. Wearing seat belts is mandatory.

6.2 The use of mobile devices and smoking during the drive are prohibited.

6.3 In the case of serious violations of driving discipline and grossly negligent handling of vehicles despite prior warning, the event management is entitled to exclude the participant from further participation. There will be no refund of the travel price in such cases.

6.4 During Manthey events, there is an absolute ban on alcohol (0.0 per mille) and a prohibition on drugs or any other intoxicating substances that may impair driving ability. Each participant is responsible for ensuring compliance with these requirements through their behavior even before the event. The event management is authorized to exclude the participant from further participation if there is a reasonable suspicion of alcohol intoxication or the consumption of drugs or other intoxicating substances. There will be no refund of the travel price in such cases.

6.5 Helmets are mandatory for all on-track training activities (except if allowed for certain elements of the event and stated in the respective event briefing), and the use of 6-point harnesses also requires the wearing of a HANS (Head and Neck Support) device. When using racing vehicles, it is mandatory to wear fire-resistant, FIA-approved racing clothing (gloves, balaclava, Nomex underwear, shoes, and racing overalls) – this is recommended when using road vehicles. To ensure the necessary safety, the use of personal racing clothing is only possible after prior inspection and approval by the travel organizer.

6.6 Bringing animals to the event is not allowed for safety reasons.

6.7 For safety reasons, the languages of the event are German and English only.

6.8 Participants who suffer from health or other limitations that may affect the safety of the event are not eligible for participation.

6.9 Each participant is obligated to adhere to traffic rules and speed limits during all driving events on public roads. Any fines and penalties are the sole responsibility of the participant.

6.10 Each participant (active driver) is required to attend the driver's briefing for the booked event. The location and time of the driver's briefing will be communicated to the participant with the event documents. If a participant misses the briefing or arrives late, there is no right to a

alternative briefing. In such cases, participation in the event as a driver is not possible. There will be no refund of the participation fee, although the participant is entitled to provide evidence that the organizer incurred significantly lower costs.

6.11 As a general rule, the driver's briefing is held and conducted in English. By registering, the participant confirms that they have sufficient command of the English language to understand basic content and safety instructions and to follow them. There is no right to a driver's briefing in any other language.

6.12 Paid driving or passenger rides, such as “taxi rides”, as well as instruction provided by persons or instructors not authorized by the organizer, are not permitted. Any violation will result in immediate exclusion from the event.

6.13 The operation of drones and other unmanned aircraft systems is prohibited throughout the entire event. Any potential approval must be agreed with the organizer in advance. Violations may result in exclusion from the event.

6.14 The use of hidden recording devices (e.g. Meta AI glasses) is prohibited to ensure an efficient working environment at the racetrack and to respect the privacy of all team members, participants, and event personnel. It also helps protect confidential information and sensitive operational activities.

7 Venues

During the events, the racetracks are closed to the general public and individual traffic. The general regulations of the FIA (Fédération Internationale de l'Automobile) and the DMSB (Deutscher Motor Sport Bund) for circuit events apply as a fundamental rule. Participants are required to comply with these regulations.

8 Change in Services and Prices

8.1 Changes and deviations of individual services from the agreed content of the contract, which become necessary after the conclusion of the contract and were not brought about by the tour operator in bad faith, are only permitted if they are not significant and do not affect the overall nature of the booked event.

8.1.1 In the case of exceptional weather conditions, official orders, or for safety and other important reasons not foreseeable at the time of contract conclusion, the tour operator is entitled to adapt the driver training to the changed conditions (e.g., by changes in the use of vehicle models, tires, or circuit amendments) to ensure the safety of the participants. These adjustments do not affect the agreed travel price as long as they do not lead to a substantial change in the booked event.

8.2 Any warranty claims the passenger may have shall remain unaffected in the event that the modified services are unsatisfactory. The tour operator is obligated to inform the participant immediately about changes or deviations in services. If necessary, the tour operator will offer the participant a free rebooking or free cancellation.

8.3 If additional services have been booked by the participant after the initial invoice or are booked on-site during the event, Manthey reserves the right to cancel the original invoice and send a new invoice to the participant.

9 Cancellation

9.1 The participant can withdraw from the event at any time before the start of the event. The decisive factor is the receipt of the withdrawal declaration by the tour operator (address at the end of these terms and conditions). The participant is obliged to declare the withdrawal at least in text form.

9.2 If the participant withdraws from the event, the tour operator loses the claim to the travel price. Instead, the tour operator can demand reasonable compensation, depending on the respective travel price (including any booked additional services), for the event preparations made and expenses incurred until the withdrawal/non-commencement.

These cancellation fees are standardized in a percentage relationship to the participation price (including any booked additional services) in consideration of the proximity of the time of withdrawal to the contractually agreed event start, as outlined in the following paragraphs. For the calculation of such fees, the normal savings in expenditure and the possible other use of the travel services are taken into account. Cancellation fees do not apply if the costs have been covered by a third party. Cancellation fees are also payable if the participant does not arrive at the event location at the times specified in the event documents or if the event is not attended due to the absence of travel documents, which is not the fault of the tour operator.

9.3 It remains the participants responsibility to prove that no or significantly lower costs were incurred in connection with the withdrawal or non-commencement of the event than the costs specified by the tour operator in the applicable lump sum.

9.4 The standardized claim for cancellation fees is usually per person for cancellations for events: up to 31 days before the event start 25% of the travel price, from the 30th day before the event start 75% of the travel price, from the 15th day before the event 100% of the travel price.

9.5 Manthey reserves the right to demand a higher specific compensation, deviating from the above lump sums. In this case, Manthey is obliged to specify the requested compensation, taking into account the saved expenses and any other use of the service.

9.6 For group bookings with more than 10 participants, different cancellation deadlines may apply. These will be explicitly stated in the respective individual offer and are binding for both parties. If no differing terms are mentioned in the offer, the general cancellation conditions as outlined in Section 9.4 of these terms and conditions will apply.

10 Insurance

Events of the Porsche Track Experience are covered by Manthey. The tour operator recommends participants to take out private (accident) insurance to prevent possible additional risks. Manthey also recommends taking out travel cancellation insurance. When booking through the portal, travel cancellation insurance from HanseMerkur with a maximum coverage of €100,000 gross, including holiday guarantee, is included. Only the participation fee in the event, including all additional services booked with Manthey, is insured, but not additional costs (such as travel or hotel costs). The participant must insure risks beyond the participation amount of €100,000 themselves. This travel cancellation insurance can be deselected, and the travel price is reduced accordingly.

Information on insurance coverage is available online or will be sent upon request.

11 Cancellation and termination by the tour-organizer

11.1 The tour operator may terminate the contract without notice if the conduct of the event is persistently disrupted by the participant despite a corresponding warning from the tour operator. The same applies if a participant behaves in such a way that an immediate termination of the contract is justified. However, the tour operator retains the right to the travel price. The tour operator must offset the value of saved expenses and any benefits obtained from the alternative use of unused services, including any refunds from service providers.

11.2 The tour operator may withdraw from the event no later than four weeks prior to the start of the event if the minimum number of 10 participants is not reached. For more exclusive events with a total capacity of fewer than 20 participants, the tour operator is entitled to withdraw from the event if the booking rate is less than 25%. (notification to the participant). The tour operator will inform the participant if it becomes evident at an earlier date that the minimum number of participants cannot be reached. The withdrawal notice will be promptly sent to the participant. The participant will then immediately receive a refund of the paid travel price, except in cases where the costs have been covered by a third party. The participant has no claim to compensation or reimbursement of futile expenses in this regard, regardless of the legal basis.

11.3 The tour operator is entitled to terminate the contract without notice if the participant, despite having received a reminder and been granted a reasonable period for payment, has failed to settle due and payable payment claims of the tour operator arising from other contractual relationships with the tour operator. Such termination is subject to the following conditions:

a) the outstanding claims are not insignificant;
b) the participant has previously been notified in text form of the impending termination of the contract; and
c) the participant has been granted a period of at least 7 days to settle the outstanding claims.

In the event of termination, the statutory legal consequences shall apply; travel services already rendered shall be remunerated on a pro rata basis.

12 Exceptional Circumstances / Force Majeure

12.1 If the event is significantly impeded, endangered, or impaired due to force majeure that was not foreseeable at the time of contract conclusion, both parties may terminate the contract.

12.2 If the contract is terminated under paragraph 1, the parties are released from their contractual obligations, and each contracting party bears its own costs.

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13 Default

13.1 If a service is not provided or not provided as agreed, the participant can request remedy from the tour operator. The participant is obliged to immediately report to the tour operator any event service that is not provided or not provided as agreed. The tour operator can refuse remedy if it is impossible or involves disproportionate costs. If he culpably fails to do so, there is no reduction in the travel price. This does not apply in cases where third parties bear the costs.

13.2 The participant is obliged to report any disruptions to the service due to non-performance or not as agreed directly to the event management at the venue. If there is no event management at the venue, any service disruptions must be reported to the tour operator at its registered office. The participant will be informed about the accessibility of the event management or the tour operator in the service description, at the latest with the booking confirmation. The event management is instructed to ensure the provision of the promised services, if possible, but is not authorized to acknowledge claims of the participant.

13.3 The tour operator can also provide an equivalent or higher-value replacement service. However, the tour operator can refuse this if it requires disproportionate effort.

13.4 After returning from the event, the participant can demand a reduction in the travel price according to § 651m BGB or damages according to § 651n BGB if services have not been provided as contractually agreed and the participant has not culpably failed to report this immediately (without culpable hesitation). Exceptions to this are cases where third parties have borne the costs. The rights resulting from the reduction shall, contrary to § 651j BGB, expire within three years.

13.5 If an event is significantly impaired due to a service disruption and the tour operator does not provide or not provide it as agreed within a reasonable period, the participant can terminate the contract within the framework of legal provisions – in his own interest and for evidentiary reasons, written form is recommended. The same applies if, due to a significant service disruption, the participant is not reasonable to attend the event for important, recognizable reasons. A deadline for the provision of the service is only unnecessary if the provision of the owed service is impossible or refused by the tour operator or if the immediate termination of the contract is justified by a special interest of the participant. The participant owes the tour operator only the part of the travel price attributable to the services actually used, insofar as these services were of interest to him.

14 Liability

14.1 Participation in Manthey events is at one's own risk.

14.2 In the presence of a defect, the participant may claim damages without prejudice to the reduction of the travel price or termination unless the defect is caused by the participant or by a third party who is neither a service provider nor otherwise involved in the services covered by the event, and this was unavoidable for the tour operator or caused by unavoidable extraordinary circumstances. He can also claim damages for the idle time spent on vacation if the event has been thwarted or significantly impaired. The contractual liability of the tour operator for damages that are not bodily harm is limited to three times the travel price in total, insofar as the damage was not intentionally or grossly negligently caused, or for which a fault of the service provider is responsible. For all claims against the tour operator arising from an unlawful act that are not based on intent or gross negligence, liability for property damage is limited to three times the travel price. These liability limits apply per participant and event.

14.3 The tour operator is not liable for service disruptions, personal injury, and property damage related to services that are only mediated as third-party services (e.g. excursions, sports events, exhibitions, transportation to and from the specified departure and destination points) if these services are expressly marked as third-party services in the event description and booking confirmation, including the indication of the third-party contract partner, so that they are recognizably not part of the services of the tour operator.

14.4 The participant is responsible for participating in private sports and other leisure activities on their own. Manthey recommends the conclusion of a (accident) insurance.

14.5 To the extent that the participant participates in a Manthey event with a self-provided vehicle, he releases the tour operator and its legal representatives as well as vicarious agents from all claims for damages arising from the damage to this vehicle, which a legitimate third party (e.g. owner, holder, etc.) asserts, unless the damage was caused by the tour operator or its legal representatives or vicarious agents with gross negligence or intent.

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15 Set-Off

The tour operator shall be entitled to set off any due and enforceable claims arising from other contractual relationships with the participant against claims of the participant arising under the contract, or to otherwise offset such claims. This shall apply in particular to claims for payment arising from previous or concurrently existing contracts, as well as from any other contractual relationships between the tour operator and the customer.
The participant shall only be entitled to set off claims that are undisputed or have been finally adjudicated by a court.

16 Duty to Cooperate / Complaints

16.1 Each participant is obligated to cooperate in accordance with legal regulations in the event of service disruptions to avoid or minimize any damages.

16.2 While complaining to the service provider is often helpful, it does not exempt the participant from the obligation to also file a complaint with the tour operator. The necessary phone numbers, fax numbers, and email addresses can be found in the participant's event documents or in the service descriptions.

17 Passport, Visa, Customs, Currency, and Health Regulations

17.1 The participant is responsible for obtaining any necessary visas in a timely manner. The participant must anticipate sufficient lead time for obtaining visas, etc., from the relevant authorities.

17.2 The participant is personally responsible for complying with all regulations essential for the implementation of the event. All disadvantages, especially the payment of cancellation costs resulting from non-compliance with these regulations, are at the participant's expense, except when caused by the tour operator's culpable false or non-information.

17.3 Please check whether a passport or national ID is required for your booked event's arrival, and make sure your passport or ID has sufficient validity for the event. Non-German nationals should timely inform themselves about the valid entry conditions into the country where the racetrack is located.

17.4 Customs and currency regulations are strictly enforced in various countries. Please inform yourself thoroughly and strictly adhere to the regulations.

18 Data Protection

Manthey Racing GmbH (Rudolf-Diesel-Strasse 11-13, 53520 Meuspath, datenschutz@manthey-racing.de) is responsible for data protection and data processing. The personal data which the customer makes available to the tour organizer (in particular name, address, contact information, and driver's license information), will be provided by the participant in accordance with the data protection regulations, and used only for the purpose of the contract and customer service, as far as further consent is not expressly granted.

The use of this data includes, among other things, the transfer of personal data to the German Motor Sport Federation e.V. (DMSB), in particular for the purpose of examining existing licenses and issuing certificates for licenses acquired during the course. Data processing is based on the need for fulfilment of the contract. The provision of the personal data is required for the conclusion of this contract in order to participate in the driving course. If the required personal data is not provided, participation is not possible. The collected personal data will be deleted no later than five (5) years after collection, unless compulsory legal (storage) regulations preclude this.

Processing of personal video, vehicle, and location data:
The vehicles, which are part of Manthey, are equipped with a data logger, a video system (recording the interior and external driving direction) and GPS location device. The collected data (in particular video recordings, vehicle speed, geographical location of the vehicle and numerous technical (sensors) settings and data) are stored locally in the vehicle for training purposes (driver optimization) and for the purpose of misuse and theft or misappropriation protection, transmitted to and received by the servers of the tour organizer on-site. The processing of the video, vehicle and location data is carried out on the one hand for the execution of the contract, in order to be able to analyze and optimize the individual participant's performance, and on the other hand due to the legitimate interest of Manthey to protect the vehicles. The legal basis for the processing is Art. 6 para. 1 lit. b and f DSGVO. An evaluation of this data for the purpose of further ascertaining facts is only for training purposes, and in the event that there are indications of misuse, theft, or misappropriation (such as accidents, vandalisms, or non-return by the participant at the agreed upon return point) or a statutory, judicial, or official order is in effect.

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The personal video, vehicle, and location data will be deleted within five (5) years of returning the vehicle to the tour organizer, unless required for further training of the participant or compulsory statutory (storage) regulations.

Further rights of the participant:
The participant has the right to receive information about this personal data which was processed by the tour organizer. The participant is also entitled to object at any time to the processing of his personal data and may request the deletion or restriction of that processing. Additionally, the participant has the right to receive a digital copy of his personal data.

If the participant would like to complain about the processing of his personal data, he has the right of appeal to the Land Commissioner for Data Protection and Freedom of Information Rhineland-Palatinate.

19 Jurisdiction / General

19.1 The recipient of the contract documents and written confirmation is obligated to promptly verify the received documents for the accuracy of their issuance (name, event dates, event destination, etc.) and to immediately notify of any errors in the issuance.

19.2 The ineffectiveness of individual provisions of the contract does not result in the ineffectiveness of the entire contract. The same applies to these terms and conditions.

19.3 German law exclusively applies to the contractual relationship between the participant and the tour operator. This also applies to the entire legal relationship.

19.4 In cases where, in lawsuits by the participant against the tour operator abroad, the liability of the tour operator is governed by non-German law with respect to its basis, German law exclusively applies regarding the legal consequences, especially concerning the nature, scope, and amount of the participant's claims.

19.5 The participant can only file a lawsuit against the tour operator at its place of business.

19.6 For lawsuits by the tour operator against the participant, the participant's place of residence is decisive. For lawsuits against participants or contracting parties who are merchants, legal entities under public or private law, or individuals with their residence or habitual residence abroad or whose residence or habitual residence is not known at the time of filing the lawsuit, the place of business of the tour operator is agreed upon as the legal venue.

19.7 The foregoing provisions regarding choice of law and jurisdiction shall not apply:

a) to the extent that, under non-negotiable provisions of international agreements applicable to the contract between the participant and the tour operator, something different arises in favor of the participant, or
b) to the extent that non-negotiable provisions applicable to the contract in the EU member state to which the participant belongs are more favorable to the participant than the provisions in these terms and conditions or the applicable German regulations.

19.8 In case of any ambiguity or uncertainty arising from the translation or interpretation of these Terms and Conditions, the German version shall be considered as the authoritative and binding version.

20 Consumer Dispute Resolution Procedures

Manthey is not willing and not obligated to participate in dispute resolution proceedings before a consumer dispute resolution body.

These terms and conditions apply to the tour-organizer:

Manthey Racing GmbH
Registered office: Meuspath
Register court: Koblenz, HRB 14640
Managing Directors: Nicolas Raeder, Martin Raeder
VAT Id No.: DE812467690

Contact:

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