

These General Terms and Conditions – TOYOTA GAZOO Racing Fan Experience - ("**GTC Fan Experience**") apply to the provision of all services, including but not limited to the sale and purchase of tickets, which are part of the TOYOTA GAZOO Racing Fan Experience events ("**Fan Experience Event**") provided by TOYOTA GAZOO Racing Europe GmbH with business address at Toyota Allee 7, 50858 Cologne, Germany and its European branches ("**TGR-E**") to third parties ("**Customer**" or "**Customers**")

## 1 Conclusion of contracts

- 1.1 After each request of a Customer to participate in one or more Fan Experience Event, TGR-E will provide an individual offer to the Customer. By confirming the offer, Customer and TGR-E will enter into a legally binding contract with the content of the offer and this GTC Fan Experience.
- 1.2 Each offer is only valid for a period of 7 (seven) calendar days (the "**Offer Period**") and TGR-E shall not be obligated to accept any confirmation by Customer after the 7 (seven) calendar days have expired. Nevertheless, TGR-E is free to accept a Customer confirmation even if it was received after the Offer Period by its sole decision.
- 1.3 If the conclusion of the contract is executed electronically, e.g. via email or event software, the contract text and the registration data will be stored electronically by TGR-E, but will not be available online for the Customer. Via the homepage, only the GTC Fan Experience, valid at the time of the access of the homepage, will be available. Customer will receive a summary in text form of the contract.
- 1.4 The personal data protection references can be found under <https://www.tgr-europe.com/privacy>.

## 2 Services of TGR-E

- 2.1 TGR-E will provide the services defined in the individual offer for the TOYOTA GAZOO Racing Fan Experience events provided by TGR-E to the Customer (the "**Services**"). Unless expressly specified otherwise, TGR-E is not obliged to produce certain work results.
- 2.2 TGR-E is not itself the promotor of the race event, named in the individual offer. The Services of TGR-E therefore do not include the entrance ticket or tickets to the race event, as those are sold and issued by the respective promotors. The purchase of an entrance ticket ("Ticket" or "Tickets") results in an exclusive contractual relationship between the ticket holder (Customer) and the respective promotor regarding attendance at a race event. The promotor's own general terms and conditions may possibly apply to this legal relationship. TGR-E sells the Ticket as an agent or commission agent on the order of the respective promotor, unless TGR-E is expressly mentioned as the promotor in individual cases in the individual offer. On ordering Tickets, the Customer commissions TGR-E to handle the ticket purchase and shipping.
- 2.3 TGR-E will not be responsible for providing advice on medical, legal, regulatory, tax or accounting matters.

## 3 Charges & Payment

- 3.1 The charges for the Services are set out in the individual offer. Charges will be generally per event as set out in the individual offer.
- 3.2 If not agreed upon otherwise, charges will be invoiced after Customer's confirmation of the individual offer provided by TGR-E to Customer (the "**Booking**").
- 3.3 Invoices are payable within 5 days after receipt of the invoice, but in any way minimum 3 (three) weeks before the start of the Event. All charges are quoted net, plus the applicable VAT.

## 4 Participation in the Event / Driver's requirements

- 4.1 The confirmed participation date is binding.

- 4.2 The Customer can nominate at the Booking or at a later stage instead of her-/himself a different natural person as participant. For any additional costs arising from a change of the person of the participant after the Booking, the Customer and the participant are liable jointly and severally.
- 4.3 Only persons who are 18 years of age, are named in the individual offer and who are fully legally competent at the time of the Fan Experience Event are entitled to book the event. Persons under the age of 18 need to be accompanied by an adult and may not be allowed to participate in all activities.
- 4.4 The Fan Experience Event takes place in any weather. In extreme weather, TGR-E reserves the right to cancel or interrupt the Fan Experience Event at short notice for the safety of the participants.
- 4.5 It is the sole responsibility of the participant to gather any necessary information for traveling to the countries, in which the Fan Experience Event will take place, as well as obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, are at the participants own expense.
- 4.6 The participant must behave in an extremely disciplined manner during the Fan Experience Event and strictly follow the instructions of the staff. In the event of violations of these regulations or if there is reasonable suspicion of an intoxication that would endanger the working processes of TGR-E's race team at the Fan Experience Event, TGR-E is entitled to exclude the participant partially or in whole from the remaining parts of the event.

## 5 Consumer Rights

Only if the Customer is a consumer, the following shall apply:

The consumer shall have the right to withdraw the contract for the Event within 14 days, if

- the conclusion of the contract by the natural person relates to a purpose that cannot be allocated to a commercial or self-employed business activity of the Customer and
- the conclusion of the contract was only executed by electronic means (e.g. internet, telephone or email) ("Distance Sales") or the conclusion was executed or initiated outside the business facilities of TGR-E ("Off-premise Contract").

A right to withdraw the contract does not exist, if

- such contract via Distance Sales includes a specific date or time period (e.g. booking of a concrete date already with the registration).

In the event of such a withdrawal, a voucher shall not be valid anymore and cannot be used again.

## CANCELATION POLICY

You have the right to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the day of the conclusion of the contract.

In order to exercise the right of cancellation, you must inform us of your decision by means of a clear declaration (e.g. a letter sent by post or e-mail) of your decision to cancel this contract (Toyota GAZOO Racing Europe GmbH, Toyota-Allee-7, 50858 Cologne – Germany, e-mail: events@tgr-europe.com). The use of a specific form is not mandatory. To comply with the cancellation period, it is sufficient to send the notification of the exercise of the right of cancellation before it expires.

Consequences of the cancellation:

If you cancel this contract, we will refund any payments we have received as soon as possible or at the latest within fourteen days from the day on which we receive notification of the cancellation of this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this reimbursement.

If you have requested that the service should begin during the cancellation period (this includes, in particular, attendance at the driver-training course and its use by you or the person named in the registration), you have to pay a reasonable amount corresponding to the proportion of the services already provided up to that point. The amount will be calculated from the moment that you notify us the cancellation in relation to the contractual services provided.

## END OF THE CANCELATION POLICY

## 6 Services

- 6.1 TGR-E will provide the services defined in the individual offer for the TOYOTA GAZOO Racing Fan Experience events provided by TGR-E to the Customer (the "**Services**"). Unless expressly specified otherwise, TGR-E is not obliged to produce certain work results.
- 6.2 TGR-E will not be responsible for providing advice on medical, legal, regulatory, tax or accounting matters.

## 7 Charges & Payment

- 7.1 The charges for the Services are set out in the individual offer. Charges will be generally per event as set out in the individual offer.
- 7.2 If not agreed upon otherwise, charges will be invoiced after Customer's confirmation of the individual offer provided by TGR-E to Customer (the "**Booking**").
- 7.3 Invoices are payable within 5 days after receipt of the invoice, but in any way minimum 3 (three) weeks before the start of the Event. All charges are quoted net, plus the applicable VAT.

## 8 Participation in the Event / Driver's requirements

- 8.1 The confirmed participation date is binding. .
- 8.2 The Customer can nominate at the Booking or at a later stage instead of her-/himself a different natural person as participant. For any additional costs arising from a change of the person of the participant after the Booking, the Customer and the participant are liable jointly and severally. A resale of the Services or the Ticket is not permitted.
- 8.3 Only persons who are 18 years of age, are named in the individual offer and who are fully legally competent at the time of the Fan Experience Event are entitled to book the event. Persons under the age of 18 need to be accompanied by an adult and may not be allowed to participate in all activities.

- 8.4 The Fan Experience Event takes place in any weather. In extreme weather, TGR-E reserves the right to cancel or interrupt the Fan Experience Event at short notice for the safety of the participants. A full or partial refund is not possible.
- 8.5 It is the sole responsibility of the participant to gather any necessary information for traveling to the countries in which the Fan Experience Event will take place, as well as obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, are at the participants own expense.
- 8.6 The participant must behave in an extremely disciplined manner during the Fan Experience Event and strictly follow the instructions of the staff. In the event of violations of these regulations or if there is reasonable suspicion of an intoxication that would endanger the working processes of TGR-E's race team at the Fan Experience Event, TGR-E is entitled to exclude the participant partially or in whole from the remaining parts of the event.

## 9 Warranty

- 9.1 TGR-E warrants that TGR-E will provide the Service at least in accordance with general market standards for such Service.
- 9.2 TGR-E, however, does not warrant that the Service will serve a specific purpose or allows Customer to achieve certain results.

## 10 Liability; Insurance

- 10.1 The liability of both parties for injuries of life, body or health as well as for damages caused by willful intent or by gross negligence is not limited.
- 10.2 For damages not caused by intent or gross negligence, the liability of both parties is limited to the typically foreseeable damage.
- 10.3 The typically foreseeable damage shall be limited to 2,000,000.00 EUR (two million Euros).

## 11 Intellectual Property Rights

All deliverables, concepts, documents, drafts, print materials and other work results (hereinafter "**Work Results**") that have been created by TGR-E before and during the performance of the Services shall be vested exclusively and without limitation to TGR-E. The statutory binding copyright (moral rights) shall vest with the respective author.

## 12 Force Majeure

In cases of force majeure such as natural catastrophes, riots, acts of government, strikes, lockout actions, pandemics or other interruptions of business beyond TGR-E's control TGR-E is entitled to suspend its obligations to the Customer for a reasonable time and/or, in case the force majeure event last longer than 3 months, to withdraw from the contract in total or in part without being liable for damages.

## 13 Governing law and Jurisdiction

- 13.1 The laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods, shall apply. However, such a choice shall not have the result of depriving the Consumer of the protection provided to him by provisions that cannot be derogated from by agreement by virtue of the law, which would have been applicable in the absence of choice of law provision.
- 13.2 Disputes shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany, unless Customer is a Consumer. The same place of jurisdiction applies if the Customer has no general place of jurisdiction

in Germany, after conclusion of the contract the residence or habitual residence of the Customer is relocated from within Germany to outside of Germany or his residence or usual place of residence is not known at the time the action is filed.

## **14 Miscellaneous**

- 14.1 In the event (and to the extent only) of any inconsistency or conflict between the provisions of this GTC and the terms and conditions specified in an individual agreement, the individual agreement shall take precedence.
- 14.2 Neither Party may assign the rights and obligations under an individual agreement to a third Party without the prior written consent of the other Party. The right according to 8.2 remains unaffected.
- 14.3 The failure of either Party to seek redress for breach or to insist upon the strict performance of any covenant, agreement, provision or condition of this GTC or an individual agreement shall not constitute a waiver thereof, and such Party shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.
- 14.4 Nothing contained in this GTC or in the relationship of the Business Partner and TGR-E shall be deemed to constitute a partnership, joint venture or any other relationship between TGR-E and the Business Partner, except as stated in the individual agreement.
- 14.5 If individual provisions of this GTC are or become invalid or unenforceable, the GTC as a whole and the remaining provisions of it remain valid. The Parties are obligated to replace invalid or unenforceable provisions with valid/enforceable provisions that are commercially as similar as possible to the invalid/unenforceable provisions, and they must do so from the commencement of such invalidity/unenforceability and must take their mutual interests into account. The same applies analogously to contractual gaps.

## **15 Extrajudicial Resolution**

TGR-E has a legal obligation to inform you as a consumer, regardless of our participation in a process for alternative dispute resolution, that the European Commission has installed a platform for out-of-court settlement of consumer disputes. This platform can be found at <http://ec.europa.eu/consumers/odr>. TGR-E will not participate in a dispute settlement procedure before a consumer arbitration board within the meaning of the Act on Alternative Dispute Resolution in Consumer Matters and is not obliged to do so.