

## Terms and Condition of Participation

### 1. Nature of events

- a) **Mercedes - Benz (China) Ltd .** offers participants safety training on a site that is closed off to normal private traffic during the event.
- 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

### 3. Registration to participate

- a) By registering, the participant makes **Mercedes - Benz (China) Ltd . or its entrusted agency** a binding offer to conclude the contract for participation in events. The contract shall come into force on acceptance of the form by **Mercedes - Benz (China) Ltd . or its entrusted agency** . Acceptance shall be effected within two weeks by sending the written confirmation. Acceptance shall be subject to cancellation if the minimum number of participants is not achieved (see 3.c).
- b) The maximum number of participants in the events is limited to the number specified in the brochure in each case.

### 4. Participation requirements

- a) Participation in the events specified in the brochure is subject to a minimum age limit of 18.
- b) Participation in the events is only open to holders of a valid driving licence. 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 a Chinese driving license must prove that they hold a valid 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 (Chinese or English).
- d) The remaining participant requirements for the respective events are specified in the brochure, which may be updated by **Mercedes - Benz (China) Ltd .** from time to time.
- e) **Mercedes - Benz (China) Ltd .** 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.
- f) The participant shall act strictly in compliance with the instructions and requirements

issued by **Mercedes - Benz (China) Ltd .** or its entrusted business partner while participating in the event.

g) The participant shall wear a seatbelt at all times when he/she is in the vehicle.

#### 5. Companions

a) 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.

b) Companions are not allowed to drive any vehicle on their own.

c) Companions are not entitled to ride as car passengers.

d) Companion fee of HKD3,800

#### 6. Pets

It is not permitted to bring pets along.

#### 7. Payment

a) Details of the prices for individual event are provided in the advertisement. The listed price is a gross amount. The events shall be invoiced exclusively in accordance with the differential tax rate pursuant to the applicable Chinese tax laws and regulations. You are hereby advised by **Mercedes - Benz (China) Ltd .** that an input tax deduction is not possible due to the differential (margin) taxation.

b) The payment must be paid in full on/before 3<sup>rd</sup> December 2018

c) If the payment is not received on time and in full by **Mercedes - Benz (China) Ltd. and Mercedes-Benz Hong Kong** and has not been paid by a deadline set in a dunning letter, **Mercedes - Benz (China) Ltd. and Mercedes-Benz Hong Kong** 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 - Benz (China) Ltd. and Mercedes-Benz Hong Kong**.

#### 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. The timeliness of the cancellation shall be determined on the basis of its receipt.

b) Substitute participants can be specified if they also satisfy the participant requirements (see 4.) and meanwhile sign this Terms and Conditions of Participation. However, if the substitute participants fail to fulfil the requirements for participating

the event or such participation violates any of laws or regulations or administrative orders, **Mercedes - Benz (China) Ltd. and Mercedes-Benz Hong Kong** is entitled to refuse substitute participants to participate in the event and such refusal shall not prejudice against any of the entitlement of **Mercedes - Benz (China) Ltd. and Mercedes-Benz Hong Kong** for liquidated damages. If the participant makes the cancellation, the substitute participant shall be jointly and severally liable for payment of the price and the additional costs incurred as a result of the substitute participant stepping in.

c) If the participant cancels his registration or if **Mercedes-Benz (China) Ltd. and Mercedes-Benz Hong Kong** with draws pursuant to 7.c, the following flat default fees shall be charged against the participants as a percentage of the price as liquidated damages.

– 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%

d) Instead of the flat fees specified under 8.c, **Mercedes - Benz (China) Ltd. and Mercedes-Benz Hong Kong** 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 against either of the participants or **Mercedes - Benz (China) Ltd. and Mercedes-Benz Hong Kong**. Any payments made shall be reimbursed without delay.

f) If participation is based on the AMG-training Power & Passion and the participant cancels his registration within the last 7 days before the event, he may be able to change to another AMG-

training Power & Passion training –depending on utilization- or fails to attend without any reason he might not be able to participate in the future anymore.

9. Services provided by **Mercedes - Benz (China) Ltd .** /Changes to services

a) The scope of the contractual services is normally based on the information provided in the brochure and on the confirmation.

b) Changes and deviations of individual services from the agreed contents of the contract, which become necessary after the conclusion of the contract and are brought about by **Mercedes - Benz (China) Ltd .** without breaching the principle of good faith, can only be made by **Mercedes - Benz (China) Ltd .** if the changes and deviations are not significant and do not compromise the overall nature of the booked service. Legal rights accruing from defects shall remain unaffected to the extent the modified services are proven to be defective.

c) If hotel is offered –depending on the training course- travel to (before the event) and from hotel (after the event) must be organised by the participants themselves.

d) In the case of events where the vehicles are provided by **Mercedes - Benz (China) Ltd .** , participants shall have the opportunity to drive various vehicles in the course of the event strictly in line with arrangements of **Mercedes - Benz (China) Ltd .** . 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 - Benz (China) Ltd .** .

Participants may not hand the vehicle over to third parties.

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

a) Participants are required to wear seat belts and – depending on the event – helmets at all times during car travel. In such cases, **Mercedes - Benz (China) Ltd .** shall provide the helmets and racing clothes if applicable for the participants. The instructions issued by the instructors must be followed at all times.

b) 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 (e.g. obesity) 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.

c) **Mercedes - Benz (China) Ltd .** reserves the right to disqualify individual participants from the event if they don't satisfy the participant requirements pursuant to 10. a)-c), 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 price shall not be refunded and any additional costs shall be borne by the disqualified participant.

However, **Mercedes - Benz (China) Ltd .** 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.

#### 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 - Benz (China) Ltd .** and the participant shall be entitled to terminate the contract without taking breaching liability arising therefrom.

b) In the event of other circumstances beyond the control of **Mercedes - Benz (China) Ltd .** , which significantly impede, jeopardise or compromise due performance of the event (e.g. weather conditions), both **Mercedes - Benz (China) Ltd .** and the participant shall be entitled to terminate the contract without taking breaching liability arising therefrom.

c) If the contract is terminated by **Mercedes - Benz (China) Ltd .** or by the participant pursuant to 11.a or 11.b, **Mercedes - Benz (China) Ltd .** shall be entitled to demand appropriate compensation for services already rendered or services for which have not been paid when the event ends. And meanwhile, the return transport must be borne by the participant.

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

The participant shall be aware 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 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.

## 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 direct economic loss therefrom. **Mercedes - Benz (China) Ltd .** is entitled to refuse such claim if this has no sufficient evidence to support.

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 event management of defects without delay.

### b) Termination of the contract

If the event is significantly compromised as a result of a defect, the participant shall be entitled to

terminate his participation.

The same shall apply if the participant cannot reasonably be expected to undertake the event as a result of such a defect for a compelling reason that is discernible by **Mercedes - Benz (China)**

### **Ltd .**

In above both cases, termination is only permissible if **Mercedes - Benz (China) Ltd .** 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, or if it is refused by **Mercedes - Benz (China) Ltd .** 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 - Benz (China) Ltd .** the share of the price corresponding to the already utilised services.

c) Damages

If the event is not executed in accordance with the contractual conditions, notwithstanding the termination (13.b), the participant shall be entitled to claim damages directly caused thereby, unless the event defect is attributable to Force Majeure or any other circumstances beyond the control of **Mercedes - Benz (China) Ltd .**

d) The contractual liability of **Mercedes - Benz (China) Ltd .** for loss or damage not classified as personal injury shall be limited to the event price.

aa) provided that an instance of loss or damage sustained by the participant has not been brought about by **Mercedes - Benz (China) Ltd .** or one of its vicarious agents as a result of intent or gross negligence or

bb) **Mercedes - Benz (China) Ltd .** is responsible for an instance of loss or damage sustained by the participant only because of the fault of a service provider.

If an event 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 - Benz (China) Ltd .** shall also be entitled to rely on these vis-à-vis the participant.

14. Liability of **Mercedes - Benz (China) Ltd .**

a) Contractual claims for damages shall be subject to the provisions set out in 13.c and d.

b) For all non-contractual claims for damages brought against **Mercedes - Benz (China) Ltd .**, particularly those arising from tortious acts that do not involve intent or gross negligence, **Mercedes - Benz (China) Ltd .** shall be liable up to the same amount of the price.

c) The personal liability of the legal representatives, vicarious agents and employees of **Mercedes - Benz (China) Ltd .** 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-Benz (China) Ltd.** 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.

**f) Disclaimer**

The participant hereby releases Mercedes-Benz (China) Ltd. and their agents, corporate board members, officers, employees and instructors, etc. ("Released Parties") from any liability in connection with any obligations, claims, demands, actions and causes of action, arising out of any loss, damage or personal injury whatsoever, including death, that may be sustained by the participant or property of the participant in the course of any part of event hereof offered

and/or arranged by the Released Parties. Such liabilities shall be assumed by the participant in the event and the property of the participant, except for any loss, damage or personal injury sustained during an event by the participant, which directly results from intentional or gross negligence on the part of the Released Parties (“Exception”). For the avoidance of any doubt, “intentional or gross negligence” refers solely to whether or not the vehicle provided by the Released Parties for the event conforms to the vehicle quality and performance requirements set out in the vehicle’s instruction manual and whether or not the vehicle is in a drivable condition. Irrespective of whether the vehicle used in the event has been provided by the Released Parties or whether the

participant travels in any vehicle during an event, the validity of the above release from liability shall not be affected.

Furthermore, the participant, for himself/herself acting as a passenger in a vehicle owned or driven by the Released Parties releases the driver of this vehicle from liability in connection with any obligations, claims, demands, actions and causes of action arising out of any loss, damage or personal injury whatsoever, including death, that may be sustained by the participant. Such liabilities shall be assumed by the participant in the event and any property of the participant.

The participant hereby agrees to indemnify and save and keep harmless the Released Parties or any third party (the “Injured Party”) from any loss, liability, damage or cost sustained due to the presence of or participation of the participant at an event, regardless of whether this was caused by the negligence or fault on the part of the Released Parties.

The participant expressly acknowledges and agrees that participation in an event as described herein is very dangerous and may result in serious injury, death and/or loss of property. The participant, being duly aware of such risks and hazards, hereby elects voluntarily to participate in the event and to sign relevant contract and this Terms and Conditions of Participation. The participant understands the various conditions of the location of the event in which he/she will participate, and is aware of the various risks and hazards, which may exist at the event location and related sites and roads. The participant hereby agrees to voluntarily assume all loss, damage, or personal injury, including death that may arise from participation in the event, and releases the Released Parties from any liability in connection therewith. This release shall not apply to loss, damage, or personal injury, including death, caused by an Exception.

The participant hereby agrees to bear full liability for any losses or consequences which are not caused by an Exception, including but not limited to (1) traffic violations or traffic accidents involving the participant, and (2) any other losses (including damage to persons or property, etc.) caused by the participant during the event. If the vehicle is provided by the Released Parties, the participant agrees to return the vehicle to the Released Parties upon completion of the event in the condition in which it was received (normal wear and tear excepted).

## 15. 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) Maximum RMB 500,000.00, – In the event of disablement of the participant (or a companion) Maximum RMB 500,

000.00.(Specific amount depends on the grading of the wounded and disabled authenticated

by hospital or related government bureau).

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 Maximum RMB 500,000.00,  
- In the event of disablement of the passenger Maximum RMB 500,000.00 (Specific amount depends on the grading of the wounded and disabled authenticated by hospital or related government bureau).

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

## 16. Vehicle insurance and recourse

a) The vehicles are provided by **Mercedes - Benz (China) Ltd .** and should be 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.

aa) In the event of loss or damage caused by the participant, the participant shall be charged a deductible of RMB 20,000 – independent of whether a vehicle insurance could cover such loss or damage or not

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

c) Participants of MASTER ADVANCED Events shall deposit 80,000 RMB for vehicle loss or damage

caused by negligent conduct of the participant. The vehicle deposit will be fully returned to the participant after the course. However, in the event of loss or damage caused by negligent conduct of the participant, Mercedes-Benz (China) Ltd. reserves

the right to return the vehicle deposit after deducting corresponding compensation costs.

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

- a) The contractual relationship between the participant and **Mercedes - Benz (China) Ltd .** shall be governed exclusively by laws and regulations of P.R.C.
- b) The language of the relevant contract and this Terms and Conditions of Participation shall be English. In case of Chinese version, it shall be only taken as a reference.

#### 18. Place of jurisdiction

Should a dispute arise between the Parties in connection with the interpretation or performance of this Terms and Conditions of Participation, they shall attempt to resolve such dispute through friendly consultations between themselves. If the dispute cannot be resolved within thirty (30) days after the commencement of such consultations, then either Party may submit it to the China International Economic and Trade Arbitration Commission (the “CIETAC”) in the English language in Beijing for arbitration in accordance with CIETAC’s then effective arbitration rules. The arbitration award shall be final and binding on the Parties. The losing Party shall bear all costs and expenses of the arbitration. During the period when the dispute is being resolved, except for the matters being disputed, the Parties shall in all other respects continue to perform their obligations hereunder.

#### 19. Data protection

- a) **Mercedes - Benz (China) Ltd., Mercedes-Benz Hong Kong and Zung Fu Ltd.** shall keep the participants’ data collected during the event confidential through reasonable effort which is at least not less than what it does to its own confidential information. Only personal data, which is required for the purpose of providing relevant event, shall be collected and forwarded to partners involved in the event. 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.
- b) By signing this terms and conditions, the participant authorizes Mercedes-Benz (China) Ltd., Mercedes-Benz Hong Kong and Zung Fu Ltd. to use, reproduce and publish photographs and/or video taken of the participant during the event, for use in printed publications, advertising, websites and other media. The participant acknowledges that he/she will receive no financial compensation.

#### 20. Severability clause

If any provision of this 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.

\_\_\_\_\_ Signature

\_\_\_\_\_ Name of ward (if applicable)

\_\_\_\_\_ ID No.

\_\_\_\_\_ Number of ward's ID (if applicable)

Note:

1. Anyone who does not sign this Agreement may not participate in an Event;
2. In the case of minors (persons under the age of 18) or persons with no or limited capacity for  
  
civil acts, this Agreement shall be signed by their guardian on their behalf;
3. Anyone who does not hold a valid driver's license may not drive any vehicle in an Event.