

2019 AMG Driving Academy Terms and Conditions

1. Nature of the Activity

- (a) **Mercedes-Benz Hong Kong Ltd** will provide safe training course to the attendee in the special designated area during the activity.
- (b) The purpose of this activity is to improve driving ability, and not to pursue the maximum speed and push driving to its limit.

2. Objective of the Activity

- (a) Improve driving ability
- (b) Safe control of the vehicle (interaction among man, vehicle and road)
- (c) Increase safety awareness
- (d) Increase knowledge in skills

3. Registration

- (a) The attendee through the registration proposes his participation in this activity to the **Mercedes-Benz Hong Kong Ltd** (hereinafter referred to as **Mercedes-Benz Hong Kong**) or its authorized attorney and establishes a binding offer of the contract. The registration method is based on the designated method approved by **Mercedes-Benz Hong Kong**; usually the registration is through the dealership. However, the registration process may differ with the different activities. Once the attendee signs this term and conditions, he obtains the qualification for registration. This contract becomes effective at the time **Mercedes-Benz Hong Kong or its authorized attorney** accepts the form. If the number of attendees does not reach the minimum, then the acceptance of the offer shall be cancelled. (Please refer to 3.(c))
- (b) The number of participants is limited to the number indicated in each activity.
- (c) The essential term of the organizing activity is that the number of registered attendees has to reach 80% of the places provided in the activity manual for each activity. If the number of registered attendee does not reach the minimum number, then **Mercedes-Benz Hong Kong** shall notify the registered attendee no later than the start of the activity and/or 21 days before the activity has been cancelled and shall not delay without any valid reasons. If this situation occurs, the fee paid by the registered attendee shall be refunded in time.

4. Participation Requirements

- (a) The minimum age for the attendee shall be 20 years old.
- (b) The attendee has to have the driving license for at least 2 years.
- (c) Even if the attendee holds a motor racing license, he still has to hold the aforementioned valid license concurrently.

- (d) The driver's license has to be verified before the activity commences. If the attendee does not have a driver's license for Taiwan, he has to supply the driver license from his country with the official translation (Mandarin or English) and an international driver license to prove that he holds a valid driver licenses.
- (e) The relevant activity rules can be updated by **Mercedes-Benz Hong Kong** at any time.
- (f) **Mercedes-Benz Hong Kong** will determine on a case by case whether or not a particular training course completed outside the AMG Driving Academy is compatible with the training course provided according to its rules.
- (g) During the activity period (including the situation in the racetrack and outside the racetrack), the attendee has to strictly follow the instructions and commands by **Mercedes-Benz Hong Kong** or its authorized business partner.
- (h) The attendee shall fasten the seatbelt from the beginning to the end and follow the safety instructions given by the instructor.

5. Accompanying person

- (a) The minimum age for the accompanying person shall be 16 years old. Unless otherwise specified, the accompanying person shall follow the same terms and conditions as the participant.
- (b) The accompanied person is not allowed to drive any vehicle.
- (c) The accompanying person has no right to be the passenger of the vehicle.

6. Pet

No Pet is allowed.

7. Payment

- (a) The actual activity fee schedule shall be referred to in the notice published by **Mercedes-Benz Hong Kong**. The fee schedule is different for every activity. This fee is the total fee payable.
- (b) **Mercedes-Benz Hong Kong** hereby notifies you that due to the differences in tax rate, the receipt of the activity is not tax deductible.
- (c) The payment for registration shall be paid in full when registering. The payment shall be made according to the methods designated by **Mercedes-Benz Hong Kong**.
- (d) If Mercedes-Benz did not receive the payment for the registration in full and the attendee did not pay before the last due day as specified, **Mercedes-Benz Hong Kong** has the right to terminate the contract and claim a one-time default fee according to 8(c) of this agreement (Cancellation). Claiming this default fee does not affect **Mercedes-Benz Hong Kong's** right to claim other wider compensation.

8. Cancellation

- (a) The attendee has the right to cancel the contract (hereinafter referred as cancellation) before the commencement of the activity. The request for cancellation shall be in written form. The cancellation time is determined by the time of receiving the written request for cancellation sent by the attendee. If you require information in relation to the cancellation process, please dial the activity hotline or notify **Mercedes-Benz Hong Kong**, there will be assigned personnel to assist you.
- (b) You can have an alternative attendee to replace you. However, the replacement attendee must fulfill the participation requirements (Please refer to 4); and sign the terms and conditions of this course. If the replacement attendee does not satisfy the participation requirements or the participation of the replacement attendee breaches any law, regulation or administrative order, then **Mercedes-Benz Hong Kong** has the right to refuse that particular replacement attendee to participate in the activity and the right to claim a breach by **Mercedes-Benz Hong Kong** remains valid. When an attendee cancels the contract, the replacement attendee is liable for the fee payable and the extra fees incurred due to the replacement.
- When the attendee cancels his registration or Mercedes-Benz Hong Kong terminates this contract based on 7(d), then one-time default fee is payable by the attendee in the percentage specified below according to rules.
 - **If the cancellation is before 25th Oct 2019 (included) (Friday), 100% of the fee is refundable.**
 - **If the cancellation is before 1st Nov 2019 (included) (Friday), 50% of the fee is refundable.**
 - **If the cancellation is after 8th Nov 2019 (included) (Friday), no fee is refundable.**
- (c) As the substitute of default fee under 8(c), **Mercedes-Benz Hong Kong** has the right to elect to claim the actual damage or losses incurred due to the breach.
- (d) If the activity is cancelled due to the minimum participant number has not been reached under 3(c), then none of the attendee or **Mercedes-Benz Hong Kong** shall be requested to pay for the breach including the one-time default fee (8(c)) or the actual costs incurred (8(d)). All the payments received shall be refunded as soon as practicable.

9. Service provided by **Mercedes-Benz Hong Kong** / Service Amendment

- (a) Under normal circumstances, the area of services under the contract is based on the information of each activity provided by **Mercedes-Benz Hong Kong** and the Registration Form.
- (b) If the service project has to be amended after the contract has been established, then the amendment by **Mercedes-Benz Hong Kong** is allowed providing the amendment is based on the principle of good faith, and the amendment is limited to the non-essential terms and does not affect the overall nature of the reserved service project. If the amended service contains a deficiency which has been proven, the legal rights raised from the deficiency shall not be affected.
- (c) If the training vehicle for the activity is provided by **Mercedes-Benz Hong Kong**, the attendee has the opportunity to drive different types of vehicles in the activity. However, the attendee has to strictly follow the arrangements made by **Mercedes-Benz Hong Kong** and has no right to request to drive certain other types of vehicle.

- (d) The attendee warrants that he will use the vehicle cautiously.
- (e) If the vehicle comes across any accident or damage, the attendee shall notify the instructor immediately.
- (f) The attendee is not allowed to hand the vehicle to the assisting supplier.

10. Safety Rules/Authorized instructions from the instructor/Disqualification

- (a) The attendee must fasten the seatbelt from beginning to the end while driving and wear the helmet according to the actual situation of the activity. If this situation occurs, **Mercedes-Benz Hong Kong** shall provide a helmet and race suit (when suitable to the attendee). The instructions from the instructor have to be obeyed all the time.
- (b) The attendee is not allowed to drink alcohol or other drinks containing alcohol and also not allowed to take any type of medication. If the attendee has underlying health condition that might cause danger during the activity under certain circumstances or other restrictions (such as high blood pressure or pregnancy) then he is unable to participate. The use of a mobile phone or other electronic devices is prohibited while driving.
- (c) If the individual attendee does not meet the requirements of 10 (a)-(c), not obey the instructions from the instructor, or endangers himself or the assisting supplier in any means, **Mercedes-Benz Hong Kong** has the right to cancel his qualification to participate in the activity. When this type of situation occurs, the fee will not be refunded, and the disqualified attendee also has to bear the extra costs incurred as a result.

11. Contract is terminated by *force majeure*/or unable to run

- (a) When the activity is seriously hindered or danger by *force majeure* which is unforeseeable when establishing the contract, both **Mercedes-Benz Hong Kong** and the attendee have the right to terminate the contract without any liability for breaching the contract.
- (b) When the activity is seriously hindered or danger by other conditions (such as weather condition) which is unable to be controlled by **Mercedes-Benz Hong Kong**, both **Mercedes-Benz Hong Kong** and the attendee have the right to terminate the contract without any liabilities for breaching the contract.
- (c) If **Mercedes-Benz Hong Kong** or the attendee terminates the contract according to 11(a) or 11(b), **Mercedes-Benz Hong Kong** still have the right to request payment for the services provided or adequate payment for the service provided it has not been paid when the activity concluded. At the same time, the attendee shall be responsible for his own return transportation.

12. Passport, Visa, Custom, Exchange and Health Regulation

The attendee shall have an understanding of the relevant regulations for his passport, visa and health regulations of the host country before the activity starts and any amendments to of these regulations. The attendee shall follow the applicable law of the activity. The attendee shall be responsible for the results of non-compliance to any of these regulations.

13. The rights raised from defect

- (a) The obligation for correction and cooperation
 - If the activity was not conducted according to the contractual terms, the attendee has the right to claim

compensation for the direct economic losses incurred. However, **Mercedes-Benz Hong Kong** has the right to refuse compensation if the claim is not sufficiently supported with the evidence.

- The attendee shall do what he is reasonably expected to do to remedy the defect, minimize the damage or loss incurred or completely avoid this type of damage or lost from occurring. Especially when there is a problem, the attendee shall notify the managing department immediately.

(b) Termination

- If the activity is obviously endangered by a particular defect, the attendee has the right to terminate.
- Although the attendee is unable to be reasonably expected to bear the obligation to cooperate from a particular defect, however, if **Mercedes-Benz Hong Kong** notices plausible reasons, then the aforementioned rule shall apply, as well.
- If the two preceding situations occur, the termination can only be accepted when **Mercedes-Benz Hong Kong** is unable to correct the defect within the reasonable time frame provided by the attendee. If the correction cannot be made, or **Mercedes-Benz Hong Kong** refuses to make a correction, or the attendee has legitimate reasons to terminate the contract immediately to protect his rights, then the time frame does not need to be set. Despite the contract being terminated, the attendee shall pay the corresponding fee to **Mercedes-Benz Hong Kong** for the services used.

(c) Damages

- If the activity was not performed according to the contractual terms, despite the contract being terminated according to 13(b), the attendee still has right to claim damages as a result; however, if the defect of the activity was due to *force majeure* or any other situation which was not under the control of **Mercedes-Benz Hong Kong**, then it shall be excluded.

(d) The contractual obligation of **Mercedes-Benz Hong Kong** for loss and damage shall be limited to the fee chargeable, but not for bodily harm.

- But the attendee's loss or damage shall not be caused deliberately or be from serious negligence by **Mercedes-Benz Hong Kong** or its authorized attorney, or the mere negligence of the service provider that **Mercedes-Benz Hong Kong** needs to be responsible for the attendee's loss or damage.
- If the particular service of the activity provided by service provider has to comply with the international treaty or the regulations based on this type of treaty, and the claim for damages only applicable in some situation, or can only be thought under some circumstances, or is restrained by some conditions, or is excluded, then **Mercedes-Benz Hong Kong** can apply those provisions and be liable to the attendee.

14 Liability of **Mercedes-Benz Hong Kong**

- (a) The claim for contractual damages shall follow 13(c) and (d).
- (b) Any claims for non-contractual damages against **Mercedes-Benz Hong Kong**, especially for a claim that is caused by deliberate or serious negligence and not in relation to torts, the liability of **Mercedes-Benz Hong Kong** is limited to the fee charged for the activity.

- (c) The legal representative, authorized attorney and employee of **Mercedes-Benz Hong Kong** are not personally liable for the damage and loss caused by general negligence.
- (d) The aforementioned liability limitation is not applicable to bodily harm.
- (e) Any claims for damage against **Mercedes-Benz Hong Kong** outside the scope of the liability limitation stated in 14(b) and 14(c), and when the international treaty or the regulation based on the treaty is applicable to the service project by the service provider, then the claim for damages can only be thought of according to certain conditions or restricted or excluded by the provisions.
- (f) Disclaimer
- During any part of the activity specified in these terms and conditions provided or/and arranged by **Mercedes-Benz Hong Kong**, its authorized attorney, director, management level, employee and instructor (hereinafter collectively referred as “exempt party”), attendee or attendee’s property may suffer damage, loss or bodily harm results (including death) in any compensation, claim, payment request, litigation and cause of action, the attendee hereby waives the exempt party’s liability. The liability shall be borne by the attendee and its property; however, any loss, damage or bodily harm of the attendee during the activity was caused directly due to a deliberate or serious negligence of the exempt party, then it shall not be included. To avoid any doubts, the deliberate or serious negligence merely refers to whether or not the vehicle provided by the exempt party during the activity has satisfied the quality and functionality requirements specified in the vehicle’s manual and whether or not the vehicle is in roadworthy condition. Regardless of whether or not the vehicle used during the activity is provided by the exempt party or not, and whether or not any vehicle has been used by the attendee during the activity, the effectiveness of the aforementioned exempt provision shall not be affected.
 - Besides, if the attendee himself was a passenger of the vehicle owned or driven by the exempt party, the attendee shall exempt the liability of the driver of that vehicle from any possible loss, damage, or bodily harm (including death) results in any compensation, claim, payment request, litigation and cause of action. The liability shall be borne by the attendee and its properties.
 - Any loss, compensation claim, damage or fees suffered by the attendee from attending or participating in a particular activity, regardless of whether or not it was caused by the negligence or omission of the exempt party, the attendee hereby agrees to compensate the exempt party or any assisting supplier (hereinafter referred as the victim) to protect them from suffering from damage.
 - The attendee expressly acknowledges and agrees that participation in the activity described in this terms and condition is very dangerous and may cause serious injury, death or loss of asset. The attendee is fully aware of the danger and the risk of this type and voluntarily participates in this activity and signs the relevant contract and these terms and conditions. The attendee is aware of the various situations of the activity site and acknowledges that the possible risks and dangers may exist in the activity area, relevant sites and roads. The attendee hereby agrees to bear any loss, damage or bodily harm (including death) that may incur by participating in the activity and waives any liability in relation to the exempt party. This waiver is not applicable to the loss, damage, or bodily harm (including death) caused by the exempt conditions.
 - The attendee hereby agrees that he will bear complete responsibility for the loss and the results incurred

caused by the exempt condition, including but not limited to (1) traffic incident or breach of traffic rules by the attendee and (2) any other damage caused by the attendee during the activity (including bodily harm or loss of asset, etc.). If the vehicle is provided by the exempt party, the attendee agrees to return the vehicle to the exempt party as soon as the activity is concluded, and the condition of the vehicle when returning shall be the same as when receiving the vehicle (except for normal wear and tear).

15. Car Insurance and Right to Claim

- (a) The vehicle is provided by **Mercedes-Benz Hong Kong**. The vehicle driven on the paths specified by the instructor shall be insured with the assisting supplier for the liability and comprehensive insurance from the beginning to the end of the activity. If there is any damage to the vehicle, the chief instructor or specially assigned personnel shall be notified straight away.
- (b) If the loss or damage is caused by the attendee, the attendee shall pay for the repair costs and agree for the vehicle to be returned to the Dealership for repair regardless of whether or not the insurance payout is sufficient enough to cover the loss or damage.
- (c) **Mercedes-Benz Hong Kong** has the right to claim damages against the attendee if it was caused by the negligence of the attendee and the loss or damage could not be claimed against the insurance provider. Besides, **Mercedes-Benz Hong Kong** has the right to claim loss or damage for dealing with the incident when it was caused by the negligence of the attendee.

16. Applicable Law and Contractual Language

- (a) The contractual relationship between attendee and **Mercedes-Benz Hong Kong** shall be based on the Laws of the Republic of China.
- (b) English version of the relevant contract and Terms and Conditions prevail. Chinese version is for reference only.

17. Jurisdiction

When there is dispute arising out of interpretation or enforcement in relation to the terms and conditions, both parties shall try to resolve this type of dispute by negotiation in good faith. If the dispute cannot be resolved, both parties agree that the Taiwan Taipei District Court will be the court of first instance and the Laws of Republic of China apply.

18. Information Protection

- (a) **Mercedes-Benz Hong Kong** shall put in reasonable effort to keep the information gathered from the attendee during the activity confidential. The effort put in shall not be less than the effort put in to protect its own confidential information. The personal information gathered during the activity and provided to the cooperation partner shall be limited to the necessary personal information for the activity only. Both we and our employees have to follow the confidential information provision. The information can only be provided to the other institute or department within the parameters allowed by law. Attendee hereby agrees to the corresponding confidential provisions.
- (b) **The attendee who signs these terms and conditions authorizes Mercedes-Benz Hong Kong to use and copy the photos or clips captured during the activity and also agrees Mercedes-Benz Hong Kong to publish them on the paper publication, advertisement, website and other media and without charging any fee.**

19. Severability

When there is a provision not enforceable or void in these terms and conditions, then that particular provision shall not affect the rest of the content of the contract or these terms and conditions. If this situation occurs, both parties agree to use the other effective provision as closely as possible to substitute for the one which is unenforceable or void to realize the business objective. When there is a defect noticed while performing the contract, some remedial approach shall be adopted. If the activity information has been amended, please refer to the public notice by the organizer. The organizer has the right to cancel, terminate, amend the content of the activity or suspend the activity, and also has the right to interpret and make decision for every matter in relation to this activity. Please propose the question if you have any, and the organizer retains the final decision-making right.

_____ Signature

_____ Name of participant

_____ ID No.

_____ Date

Note:

1. By signing this contract, you agree to accept the terms and conditions above.
2. Anyone who does not hold a valid driver's license may not drive any vehicle in an Event.