

Information about risks involved in your participating in Hyundai Driving Experience driving training

During the Hyundai Driving Experience events, we make every effort to ensure the safety of the participants within the scope of our possibilities. Nevertheless, there is still a risk associated with your participation, which we would like to explain and inform you about:

As a participant, you enter and use the race tracks/the training area on which the respective events are held at your own risk and peril.

In the case of the driving training events, you will receive a theoretical briefing and driving instruction from our professional instructors. Irrespective of this, you drive the race track/the training area yourself in the presence of the instructor and are therefore responsible for the operation and control of the vehicle. Depending on the event booked, driving manoeuvres are practised that go beyond the normal use of the vehicle in road traffic and are therefore associated with an increased risk.

Typical risks associated with participation in the Hyundai Driving Experience events include (exemplary, non-exhaustive list):

- **Loss of control of the vehicle due to traces of oil and operating fluids on the roadway, ice and snow;**
- **Accident risks and accident occurrence due to the misbehaviour of other drivers (e.g. heavy braking, incorrect steering behaviour);**
- **Accident risks and accident occurrence due to technical defects;**
- **The effect of high centrifugal forces on the body;**
- **nausea;**
- **high speed;**
- **altitude sickness.**

The participant is aware of the fact that the possibility of traffic accidents due to technical and/or human failure exists in principle and cannot be excluded.

If you have any further questions about the risks associated with participation or would like to clarify an individual situation with us, please contact our team by phone or email using the contact options provided. We will be happy to help you further.

Conditions of Participation for Hyundai Driving Experience

1. Subject of these conditions of participation

The subject matter of these contractual terms and conditions is the regulation of rights and obligations in connection with participation in the events of the Hyundai Driving Experience and the associated services. For details, please refer to the respective service description for the Hyundai Driving Experience event you have selected or on our website.

2. Organizer and contracting party

The Hyundai Motor Company has commissioned We.eM Projektgesellschaft mbH with the implementation of the Hyundai Driving Experience Events. The organizer of the Hyundai Driving Experience Events and contractual partner of the participant (or applicant) is We.eM Projektgesellschaft mbH, Richard-Wagner-Str. 29, 91413 Neustadt a. d. Aisch, Germany (hereinafter referred to as "We.eM").

3. Conclusion of contract and purchase of vouchers

1) Conclusion of contract and booking

- a. By registering with We.eM, the applicant submits a binding declaration of contract (binding offer) to conclude a contract for the event booked, including any travel services offered.
- b. The applicant can select the desired event from the Hyundai Driving Experience Events and book it online by clicking on the button "register for payment". Before submitting the registration, the applicant can change and view the data at any time. However, the registration can only be submitted and transmitted if the applicant accepts these contractual terms and conditions by clicking on the button "Accept terms and conditions of participation" and thereby submits his binding offer. Immediately after sending the registration, the applicant will receive an e-mail with the information that the registration has been received (confirmation of receipt). This e-mail does not yet constitute acceptance of the contract. We.eM will send the applicant a separate confirmation of participation, which also represents acceptance and thus conclusion of the contract.
- c. The registration as well as the conditions of participation will be stored at We.eM in accordance with our data protection information and sent to the applicant after conclusion of the contract, including a description of the services booked by the applicant in text form (by e-mail). The German and English languages are available for the conclusion of the contract.

2) Purchase of Vouchers and terms of redemption

- a. We.eM also offers the opportunity to purchase vouchers for the participation at Hyundai Driving Experience events. Contact can be made via the Hyundai Driving Experience service hotline at: service@hyundaidrivingexperience.com. By sending an e-mail to said e-mail address, the purchaser expresses his or her express interest in acquiring a voucher of a certain amount for the participation at Hyundai Driving Experience events (binding offer). We.eM shall expressly confirm the offer by e-mail and shall with said e-mail send to the purchaser an invoice for the voucher and the specific invoice data for the purpose of transferring the invoice amount. Immediately after receipt of payment of the invoiced amount, We.eM will issue the purchased voucher in paper form. The voucher will be sent to the purchaser by mail.
- b. The voucher is transferable – therefore can be used as a gift voucher - and is not personalised. We.eM may make payment to any respective holder of the voucher with discharging effect. This does not apply if We.eM has knowledge or grossly negligent lack of knowledge of the non-authorisation, legal incapacity or lack of authorisation to represent the respective holder of the voucher.

- c. The voucher is redeemable upon prior request and subject to availability via the Hyundai Driving Experience Service Hotline at: service@hyundaidrivingexperience.com, when booking one of the Hyundai Driving Experience events. The voucher can only be redeemed during the booking process by indicating the voucher number. Subsequent offsetting is excluded. The redemption is always possible for all events currently available on the Hyundai Driving Experience website. The events offered may vary. Several vouchers can be redeemed per booking.
- d. The voucher can be redeemed within the statutory limitation period (period of validity) of three years. The redemption period begins with the end of the year in which the voucher was purchased. Any remaining credit balance after redemption is also redeemable within the above period of validity.
- e. Voucher credits are neither paid out in cash nor bear interest. If the price of an event is less than the value of the voucher, the redeemer will receive a modified voucher for the difference, that can be used at Hyundai Driving Experience events.
- f. If the purchaser passes on the voucher to a third party or gives it away as a gift, the Conditions of Participation stated herein shall remain in force and shall be brought to the attention of the recipient. If deviating agreements on the modalities of the redemption of the voucher are made when the voucher is passed on, these shall only have legal effect between the person passing on the voucher and the recipient.

4. Rights and obligations of participants

- 1) Participation in the events is only permitted to persons who hold a valid driving license for passenger cars in the country of the event and who are not subject to an official driving ban. The participant is obligated to allow access to his driving license.
- 2) During the driving events there is an absolute ban on drugs and alcohol (0.0 per thousand). Instructions and rules of conduct to protect health as well as hygiene rules must be observed. In the event of violations of these rules, We.eM is entitled at its own discretion to exclude the participant from further participation. In these cases, there will be no refund of the participation fee. The same applies if the participant is endangering the health of other participants.
- 3) The participant must behave in a disciplined manner during the driving events and must follow the instructions of the instructors without fail. The training vehicles will be provided. There is no claim to a specific vehicle.
- 4) The participant is responsible for procuring and carrying the officially required travel documents, any necessary vaccinations and for complying with customs and foreign exchange regulations. Any disadvantages arising from non-compliance with these regulations are the responsibility of the participant. This does not apply if We.eM has not, insufficiently or incorrectly provided information.

5. Prices and payments

- 1) Details of the prices to be paid for the event can be found in the corresponding service description.
- 2) Payment is due upon receipt of the confirmation of participation and the invoice and, in the absence of any agreement to the contrary, must be made within two (2) weeks. For registrations within four (4) weeks prior to the start of the event, the invoice must be paid immediately.
- 3) If the invoice has been sent at least six (6) weeks before the start of the event and has not been paid in full at least four (4) weeks before the start of the event, We.eM is entitled to withdraw from the contract and to demand compensation for damages amounting to 50% of the event price if We.eM has notified the participant of the due payment within a reasonable period of time, provided that there was not already a defect at that time that entitled the participant to withdraw. The right of the applicant to prove that We.eM has not incurred any damage or that the damage incurred is significantly lower shall remain unaffected.

6. Accompanying persons

- 1) Accompanying persons or spectators are not permitted with the driving license.

7. Insurance and deductibles

- 1) The participation fee includes accident insurance for the duration of the training with the following benefits:
 - a. in the event of death: EUR 260,000;
 - b. in the event of disability: EUR 500,000 (in the event of disability, compensation is only granted if the degree of disability determined is more than 33%);
 - c. salvage cost subsidy up to EUR 10,000.
- 2) In the event of damage to the vehicles provided by We.eM for which the participant is responsible, the participant shall reimburse an amount of up to EUR 5,000.00 (deductible). The participant's right to prove that no damage or a reduction in value has occurred at all or to a significantly lower extent remains unaffected. We.eM can release the participant from this obligation if the damage occurred during a driving exercise in which the participant can prove that he/she followed the instructions of the instructor.
- 3) If the insurer is released from liability as a result of intention or gross negligence on the part of the participant, or if damage occurs through the fault of the participant that is not covered by the fully comprehensive insurance, the participant shall be liable for all damage caused by him or his accompanying person.
- 4) It is recommended to take out additional travel cancellation insurance, health, accident and private liability insurance, as well as insurance to cover repatriation costs in the event of accident or illness.

8. Right of withdrawal, cancellation fees and replacement participants

- 1) The applicant is entitled to revoke the contract (cancellation) at any time before the start of the event in accordance with § 651 h BGB. The possible legal right of withdrawal remains unaffected. If the applicant withdraws, the following cancellation fees will be charged instead of the participation fee:
- 2) Cancellation conditions for individual participants for summer events:
 - a. for cancellations between the 20th day and the 10th day before the event: 30% of the participation fee, but at least EUR 47.60 incl. VAT
 - b. for cancellations between the 9th day and the 4th day before the event: 50% of the participation fee, but at least EUR 47.60 incl. VAT
 - c. for cancellations from the 3rd day before the event: 100% of the participation fee
- 3) Cancellation conditions for group bookings of 5 or more people:
 - a. up to 21 days before the event: 50% of the participant price
 - b. between the 20th and 14th day before the event: 80% of the participant price
 - c. within the last 13 days before the event: 100% of the participant price
- 4) The applicant always retains the right to prove that We.eM has not incurred any damage or that the damage is significantly lower than the cancellation fee charged.
- 5) According to § 651e BGB the participant is entitled to name a third party who takes over the rights and duties under the contract as a substitute participant. Only a person who fulfils the conditions of participation (number 4 of these conditions of participation) can be named as a substitute participant. The substitute participant is jointly and severally liable with the original participant for the travel price and any additional costs incurred by the entry of the replacement participant.
- 6) The applicant may withdraw prior to the start of the event if unavoidable, exceptional circumstances occur at the destination or in its immediate vicinity which significantly impair the staging of the event or the transport of persons or accommodation. Circumstances are unavoidable and exceptional in this sense if they are not under the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken (§ 651h (1) and (3) BGB).

Such circumstances include, but are not limited to, local infection during an epidemic or pandemic and the resulting governmental actions and orders and travel warnings. In particular, these include such orders that prohibit the event itself, issue prohibitions on accommodation or limit the number of persons attending the event.

On the other hand, there is no right of withdrawal if, despite the existence of an unavoidable, exceptional circumstance, the event remains feasible due to safety precautions (e.g. hygiene measures). An exception to this rule shall only apply if the withdrawing participant's personal health conditions are present or if the destination cannot be visited or a stay there is not possible due to official measures and orders.

A right of withdrawal of the applicant according to clause 6) is also not applicable if the participation of the event was booked in knowledge of the unavoidable, exceptional circumstance.

- 7) We.eM may also withdraw prior to the start of the event if it is prevented from fulfilling the agreement due to unavoidable, exceptional circumstances. We.eM shall declare its withdrawal immediately after becoming aware of the circumstances.
- 8) In the event of withdrawal under clause 6) and 7), the applicant may, at his discretion, either request reimbursement of participation fees paid to date or a voucher for redemption at a later replacement date of the event. The value of the voucher corresponds to the participation fee received from We.eM.

9. Right of revocation

- 1) Based on legal provisions, the applicant has a right of revocation - subject to the legal exceptions described below - if
 - a. the contract is concluded by a natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession and the contract concluded upon acceptance by We.eM is therefore a consumer contract within the meaning of § 312 (1) BGB and
 - b. the contract is concluded under exclusive use of remote means of communication (e.g. booking via the Internet, telephone calls or e-mail) (distance contract within the meaning of § 312 c (1) BGB) or
 - c. was concluded or initiated outside the business premises of We.eM.
- 2) A right of revocation does not exist if
 - a. the contract concluded with We.eM by distance selling provides for a specific date or period for the provision of the service owed (e.g. booking of a specific event date already at the time of registration),
 - b. the service owed by We.eM within the framework of a contract concluded via distance selling also involves (at least) one overnight stay and thus a travel service within the meaning of § 651a BGB (German Civil Code) in addition to the training, or
 - c. the contract for a travel service within the meaning of § 651a BGB, which was initiated or concluded outside the business premises of We.eM, is based on verbal negotiations which were conducted following a previous order by the consumer/registrant.

REVOCATION INSTRUCTION

Right of revocation

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must notify us (We.eM Projektgesellschaft mbH, Richard-Wagner-Str. 29, 91413 Neustadt a. d. Aisch, Phone +49 (0) / 91 95 94 930, Fax: +49 (0) / 91 95 94 910, E-Mail: service@hyundaidrivingexperience.com) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to revoke this contract.

You can use the enclosed sample withdrawal form for this purpose, but it is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you without delay and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

END OF THE REVOCATION INSTRUCTION

Model withdrawal form pursuant to Art. 246a § 1 para. 2 No. 1 EGBGB:

Model withdrawal form

(If you want to revoke the contract, please fill out this form and send it back).

- To We.eM Projektgesellschaft mbH, Richard-Wagner-Str. 29, 91413 Neustadt a. d. Aisch, Fax: +49 (0) / 91 95 94 910, E-Mail: []:
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only in case of paper communication)
- Date

(*) Delete where not applicable. .

10. Services of We.eM and changes in services

- 1) If the minimum number of participants specified for the respective event is not reached, We.eM reserves the right to cancel the event up to 14 days before the start of the event to postpone or cancel the event. In this case We.eM will refund the participation fee. In the event of cancellation, the Contractual Partner may demand participation in another training course of equal value if We.eM is able to offer such a training course from the range of courses offered at no extra cost to the Contractual Partner (substitute event). The Contractual Partner shall assert this right against We.eM immediately after the declaration of cancellation of the event.
- 2) We.eM also reserves the right to cancel events due to weather conditions (e.g. for winter training courses due to lack of snow). In case of cancellations by We.eM, We.eM will refund the participation fee. Costs for individual travel (unless this is the subject of the contract and the services provided by We.eM) are excluded from the refund in this case.

11. Defect rights

- 1) If the event is not provided in accordance with the contract, the participant can demand relief from We.eM (§ 651k BGB). Notification of defects must be made immediately to the tour guide. We.eM can only refuse to provide redress if it would require a disproportionate amount of effort. The participant is obliged to do everything reasonable to contribute to the remedy of the defect and to keep any damage that may occur as low as possible or to avoid it completely.
- 2) The travel price is reduced for the duration of a non-contractual provision of the event (§ 651m BGB). However, the reduction does not apply if the participant has culpably omitted to report the defect immediately, provided that the relief would have been possible if the defect had been reported in good time and the report was not dispensable for other reasons.
- 3) If the event is significantly impaired by defects, which is the case, among other things, when unavoidable, exceptional circumstances such as COVID 19 occur, the participant may terminate his participation in the event within the framework of the legal provisions (§ 651 k BGB). Termination shall only be permissible if We.eM has allowed a reasonable period of time set by the participant to elapse without providing relief. According to § 651 I (2) in connection with § 651 k (2) BGB (German Civil Code) a setting of a time limit can be omitted, if immediate remedy appears to be necessary due to a special interest. Even in the event of termination, the participant shall owe We.eM the part of the travel price that is attributable to the services already used; this shall not apply if the services already provided are of no interest to the participant as a result of the termination of the contract.
- 4) If the event is not provided in accordance with the contract, the participant can demand compensation without prejudice to reduction and termination, unless the defect in the trip is due to a circumstance for which We.eM is not responsible.
- 5) A contractual liability of We.eM for damages which are not personal injuries is limited to three times the travel price (§651p BGB). This limitation does not apply if damage to the participant was caused intentionally or through gross negligence by We.eM or one of its vicarious agents or if We.eM is responsible for damage incurred by the participant solely due to the fault of a service provider. If international agreements or legal regulations based on such agreements apply to a travel service to be provided by a service provider, according to which a claim for damages only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, We.eM can also invoke this against the participant.

12. Liability

- 1) Participation in the driving events is at your own risk.
- 2) Section 11.5 shall apply to contractual claims for damages.
- 3) We.eM shall only be liable for non-contractual claims for damages, in particular those arising in tort, which are not based on intent or gross negligence, up to three times the travel price (§ 651p BGB).
- 4) Any further claims for damages are excluded. Excluded from this are claims for damages arising from injury to life, body, health or from the violation of essential contractual obligations (so-called cardinal obligations) as well as liability for other damages which are based on an intentional or grossly negligent breach of duty by We.eM, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
- 5) In the event of a breach of essential contractual obligations, We.eM is only liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless the customer's claims for damages are based on injury to life, body or health.

- 6) If the subject of the contract also includes an overnight stay, We.eM is liable for contractual damages, which are not bodily injuries, up to three times the travel price, provided that the participant's damage was not caused intentionally or by gross negligence or provided that We.eM is solely responsible for the participant's damage due to the fault of a service provider.
- 7) The personal liability of the legal representatives, vicarious agents and employees of We.eM for damage caused by them through simple negligence is excluded.
- 8) Insofar as a claim for damages against the service provider can only be asserted under certain conditions or restrictions or is excluded under certain conditions on the basis of international agreements or legal regulations based on such agreements which are applicable to the services to be provided by a service provider, a claim for damages against We.eM cannot be asserted or can only be asserted under these conditions.
- 9) The participant will also receive instructions on how to behave and conditions of participation for the use of the respective event location upon arrival, over whose content We.eM has no influence. Participation in driving experiences is therefore only possible if the participant fully accepts the respective on-site conditions and follows the instructions of conduct.

13. Exclusion of claims, limitation period

- 1) The assertion of the defect rights should be made in writing or by fax for documentation purposes and to avoid later problems with proof.
- 2) Contractual and non-contractual claims of the participant shall become time-barred after two years. This does not apply to personal injury, as well as damages caused intentionally or by gross negligence. The limitation period begins on the day on which the event should end according to the contract.

14. COVID Safety Regulation

Due to the current COVID-19 situation, we are required to comply with and implement regulatory or legal requirements. We will inform you about this as soon as we become aware of such regulations.

For events in the federal state of North Rhine-Westphalia, we are currently obliged to store your personal data for four weeks due to existing security measures of the state government, so that in case an infection becomes known during the event, contact can be made with you. The legal basis for storing your personal data is Art. 6 para. 1 lit. c DSGVO in conjunction with. § 4a CoronaSchVO NRW. We treat your personal data confidentially and do not pass it on to third parties. Excluded from this are, if applicable, health authorities of the federal state of North Rhine-Westphalia. For further information, for example on the contact details of the person responsible or your data protection rights, please see our data protection declaration. As soon as the obligations arising from the CoronaSchVO NRW cease to apply, the processing of your personal data described above will also cease to apply.

15. Final provisions and severability clause

- 1) The law of the Federal Republic of Germany - in particular §§ 651a ff. of the German Civil Code - shall apply to contracts between We.eM and the contractual partner to the exclusion of the UN Sales Convention. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the state in which the customer as a consumer has his habitual residence, shall remain unaffected.
- 2) If the contractual partner of We.eM is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships is the registered office of We.eM.
- 3) Contractual language is the German language. Even in the event of a translation of the contract, only the German version of the contract remains legally binding. It is solely up to the participant whether he translates the German original version of a contract. Insofar as We.eM provides the participant with a translation, this is done without any legal obligation and to the exclusion of any guarantee on the part of We.eM and to the exclusion of any contractual or non-contractual liability on the part of We.eM. Excluded from this are cases of intent.
- 4) The European Commission provides an Online Dispute Resolution (OS) platform that consumers can use for the out-of-court settlement of a dispute arising from online contracts with a company established in the EU. This can be found at <http://ec.europa.eu/consumers/odr/>.

- 5) Notice pursuant to § 36 of the German Consumer Dispute Settlement Act (VSBG): We.eM will not participate in any dispute settlement proceedings before a consumer arbitration body within the meaning of the German Consumer Dispute Settlement Act (VSBG) and is not obliged to do so.
- 6) The contract remains binding in its remaining parts even if individual points are legally ineffective. In such a case, the contracting parties undertake to replace the ineffective provision with a new, effective provision that comes closest to the economic purpose of the ineffective provision. However, if this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid. The same procedure shall apply if a gap becomes apparent in the execution of the contract.