

Information about risks involved in your participating in Hyundai TCR and N Taxi events.

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 on which the respective events are held at your own risk and peril.

At the events "Hyundai TCR Race Taxi" and "Hyundai N Taxi" (hereinafter collectively referred to as "Race Taxi"), you will drive the respective race track as a passenger in a Hyundai race car with 350 HP or in a road-legal Hyundai N model. The drivers used for this purpose have extensive experience on the respective race track, which results either from their own motorsport experience or from professional involvement (including as an instructor at driving training courses or as a test driver/test engineer).

During the ride in a racing taxi, high speeds are reached on the race track. In particular, high cornering speeds, as a result of which an extreme centrifugal force occurs and strong physical forces act on the vehicle and the passengers. Furthermore, external circumstances (such as weather-related circumstances) that are outside the driver's sphere of influence can have an impact on the driving event.

Typical risks associated with participation in the Hyundai TCR race taxi rides include:

- Loss of control of the vehicle due to traces of oil and operating fluids on the roadway;
- 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.

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 N Taxi

1. Subject of these conditions of participation

The subject of these contractual conditions is the regulation of the rights and obligations in connection with participation in N Taxi events in connection with the Hyundai Driving Experience and the associated services. For details, please refer to the respective service description on the official Hyundai Driving Experience website (eu.drivingexperience.hyundai.com).

2. Organizer and contracting party

The Hyundai Motor Company has commissioned Innocean Worldwide Europe GmbH to organise the N Taxi events as part of the Hyundai Driving Experience. The organizer of the N Taxi events and contractual partner of the participant (or applicant) is Innocean Worldwide Europe GmbH, Schwedlerstraße 6, 60314 Frankfurt am Main (hereinafter referred to as "IWE").

3. Conclusion of contract and booking

- 1) By registering, the applicant submits a binding contractual declaration (binding offer) to IWE for the conclusion of a contract for the respective booked event.
- 2) The applicant can select the desired event from the N Taxi events offered and book it online via the button "register for payment". Before submitting the registration, he/she 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 stating that the registration has been received (confirmation of receipt). This e-mail does not yet constitute acceptance of the contract. IWE will send the applicant a separate confirmation of participation, which also constitutes the acceptance and thus the conclusion of the contract.
- 3) The registration as well as the conditions of participation will be stored at IWE in accordance with our data protection information and sent to the applicant after conclusion of the contract, including the description of the services booked by the applicant in text form (by e-mail). German and English languages are available for the conclusion of the contract.

4. Rights and obligations of the participants

- 1) In principle, participation in the events is only permitted to persons who have reached the age of 18; minors require the consent of their legal guardians.
- 2) During the driving events, there is an absolute ban on drugs and alcohol (0.0 per thousand). Behavioural instructions and rules of conduct for the protection of health as well as hygiene rules must be strictly observed. In case of violations of these regulations, IWE is entitled at its own discretion to exclude the participant from further participation. In such cases, the participation fee will not be refunded. The same applies if the participant is likely to endanger the health of other participants.
- 3) The participant of an N Taxi ride must behave in a disciplined manner during the driving events, in particular during the ride, and must follow the instructions of the race drivers without fail. The N-Racing Taxis will be provided. There is no entitlement to a ride in a particular vehicle.

- 4) The participant is responsible for carrying all documents proving his/her eligibility, in particular his/her age. This includes, for example, an identity document establishing the identity of the participant or, in the case of minors, the declaration of consent of the legal guardian.

5. Prices and payments

- 1) Details of the prices to be paid for the event can be found in the relevant service description.
- 2) Payment shall be due upon receipt of the confirmation of participation and the invoice and, unless otherwise agreed, shall be paid 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 is not paid in full within 14 days after receipt of a payment request, IWE is entitled to withdraw from the contract and to claim damages in the amount of 50% of the event price. The right of the applicant to prove that IWE has suffered no or significantly less damage remains unaffected.

6. Accompanying persons

Accompanying persons or spectators are not permitted during the event and in particular during the ride.

7. Insurance and deductibles

- 1) 1) The participant fee includes accident insurance with the following benefits for the duration of the event:
 - a) in the event of death: EUR 100,000;
 - b) in the event of disability: EUR 100,000.
- 2) In case of damage caused by the participant, such as disregard of instructions by the driver or distraction of the driver, of the vehicles provided by IWE, the participant shall reimburse an amount of up to EUR 5,000.00 (deductibles). The right of the participant to prove that no damage or a reduction in value has occurred at all or to a significantly lower extent remains unaffected. IWE may release the participant from this obligation if the damage occurred during an N Taxi ride, during which the participant demonstrably followed the instructions of the race driver.
- 3) If the insurer is released from liability as a result of intent or gross negligence on the part of the participant, or if damage occurs as a result of the participant's fault that is not covered under the comprehensive insurance, the participant shall be liable for all damage caused.
- 4) It is recommended to take out additional health, accident and private liability insurance as well as insurance to cover repatriation costs in case of accident or illness.

8. Right of withdrawal

- 1) Both contracting parties may withdraw from the contract if the event cannot be held from the outset due to force majeure (for example, due to a local infectious event in the context of an epidemic or pandemic and resulting official orders and measures). In this case, IWE and the participant are each released from their obligation to perform. In the event that IWE withdraws from the contract, IWE will inform the participant of such impossibility immediately after becoming aware of it.
- 2) However, the participant's right of withdrawal shall not apply if participation in the event was booked with knowledge of the unavoidable unusual circumstance (force majeure). The parties are free to reach an agreement on a possible make-up date; however, there is no entitlement to this.

9. Right of Revocation

- 1) On the basis of statutory provisions, the applicant shall have a right of revocation – subject to the statutory exceptions set out below – if
 - a) the contract is concluded by a natural person for a purpose that can neither be predominantly attributed to the commercial nor the independent professional activity of the applicant and the contract that comes into being with acceptance by IWE is therefore a consumer contract within the meaning of § 312 para. 1 BGB and
 - b) the contract is concluded exclusively by means of distance communication (e.g. booking via internet, telephone hotline or e-mail) (distance contract in terms of § 312 c para. 1 BGB) or
 - c) was concluded or initiated outside the business premises of IWE.
- 2) A right of revocation does not exist if the contract concluded with IWE via distance selling provides for a specific date or period of time for the provision of the owed service (e.g. booking of a specific event date already upon registration).

REVOCAION INSTRUCTION

Right of revocation

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of revocation, you must notify us (Innocean Worldwide Europe GmbH, Schwedlerstraße 6, 60314 Frankfurt am Main +49(0) / 173 37 999 19, Email: ntaxi@hyundaidrivingexperience.com) by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the attached model 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 of the day on which we received notification of your revocation of this contract. We will use the same means of payment for this refund that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this repayment.

END OF THE REVOCAION INSTRUCTION

Model withdrawal form

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

- To Innocean Worldwide Europe GmbH, Schwedlerstraße 6, 60314 Frankfurt am Main, E-Mail:
ntaxi@hyundaidrivingexperience.com
- 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 the consumer(s) (only in the case of notification on paper)
- Date

(*) Delete as applicable.

(Model withdrawal form pursuant to Art. 246a § 1 Para. 2 No. 1 EGBGB)

10. Services of IWE and changes in services

- 1) If the minimum number of participants specified for the respective event is not reached, IWE reserves the right to postpone or cancel the event up to 14 days before the start of the event. In this case IWE will refund the participant fee. In case of a cancellation the contractual partner may demand the participation in another racing taxi event of equal value, if IWE is able to offer such a racing taxi ride from the range of events offered without any additional charge for the contractual partner (substitute event). The contractual partner has to assert this right towards IWE immediately after the declaration of the cancellation of the event.
- 2) IWE also reserves the right to cancel events due to weather and weather-related conditions. In case of cancellations by IWE, IWE will refund the participant fee. Costs for individual travel are excluded from reimbursement in this case.

11. Liability

- 1) Participation in the N Taxi events as part of the Hyundai Driving Experience is at your own risk.
- 2) Unless otherwise stipulated in this contract, the statutory provisions shall apply with regard to claims for damages by participants. However, IWE is only liable for intent and gross negligence.
- 3) Any further claims for damages are excluded. Excluded from this are claims for damages arising from injury to life, body, health or from the breach of essential contractual obligations (so-called cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by IWE, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
- 4) In the event of a breach of essential contractual obligations, IWE shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, body or health.
- 5) The personal liability of IWE's legal representatives, vicarious agents and employees for damages caused by them due to simple negligence is excluded.

- 6) Insofar as a claim for damages against the service provider can only be asserted under certain conditions or limitations or is excluded under certain conditions due to international conventions or legal regulations based on such, which are applicable to the services to be provided by a service provider, a claim for damages can also not be asserted or can only be asserted against IWE under these conditions.
- 7) At the beginning of the event, the participant also receives behavioural instructions and conditions of participation for the use of the respective event location, over whose content of IWE has no influence on. Participation in driving experiences is therefore only possible if the participant fully accepts the respective on-site conditions and follows the behavioural instructions.

12. Exclusion of Claims, Statute of Limitations

Contractual and non-contractual claims of the participant are subject to a limitation period of two years. This does not apply to personal injury or damage caused intentionally or by gross negligence. The limitation period begins on the day on which the event should end according to the contract.

13. COVID-19 Safety Measures

Due to the current COVID-19 situation, we may be required to comply with or implement regulatory or legal requirements. We will inform you of 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.

14. Final Provisions and severability clause

- 1) Contracts between IWE and the contractual partner shall be governed by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected.
- 2) If the contractual partner of IWE 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 shall be the registered office of IWE.
- 3) The contract language is the German language. Even in the event of a translation of the contract, only the German version of the contract shall be legally binding. It is the sole responsibility of the participant whether he translates the original German version of a contract. If IWE provides the participant with a translation, this is done without any legal obligation and to the exclusion of any warranty on the part of IWE as well as to the exclusion of any contractual and non-contractual liability on the part of IWE. Excluded from this are cases of intent.
- 4) The European Commission provides an Online Dispute Resolution platform that consumers can use to resolve a dispute arising from online contracts with a company established in the EU out of court. This can be found at <http://ec.europa.eu/consumers/odr/>.

- 5) Notice pursuant to § 36 German Consumer Dispute Settlement Act (VSBG): IWE will not participate in any dispute settlement proceedings before a consumer arbitration board within the meaning of the German Consumer Dispute Settlement Act (VSBG) and is not obliged to do so.
- 6) The contract shall remain binding in its remaining parts even if individual points are legally ineffective. In such a case, the contracting parties undertake to replace the invalid provision with a new, valid provision that comes as close as possible to the economic purpose of the invalid provision. Insofar as this would represent an unreasonable hardship for one of the contracting parties, however, the contract as a whole shall become ineffective. The same procedure shall be followed if a loophole becomes apparent during the performance of the contract.