

General Terms and Conditions of Business and Participation

The terms and conditions for events of the Hyundai Driving Experience can be found [here](#).

The terms and conditions for N Taxi Nordschleife events can be found [here](#).

A. Terms and Conditions of Participation for Hyundai Driving Experience

1. Subject of these conditions of participation

- 1) 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. These terms and conditions of participation are addressed to both consumers and entrepreneurs. For details, please refer to the respective service description for the Hyundai Driving Experience event you have selected or on our website eu.drivingexperience.hyundai.com.
- 2) Aim of the Hyundai Driving Experience events is to improve the participants' driving safety for road traffic. The events are not designed to achieve top speeds or to determine the shortest driving time, but to optimize the participants' driving skills and technique.

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

Events and vouchers of the Hyundai Driving Experience can be booked directly via the website eu.drivingexperience.hyundai.com, as follows:

- a) The events presented on the eu.drivingexperience.hyundai.com website do not constitute a legally binding offer by the organizer, but a non-binding event overview with an invitation to book (invitatio ad offerendum).
- b) Upon completion of the booking process described below by clicking on the button "Pay now" in the last step of the booking process, the applicant submits a binding contractual declaration (binding offer) to We.eM for the conclusion of a contract for the event booked in each case, including any travel services offered for this purpose.
- c) After completion of the booking process, the organizer first sends the applicant an automated e-mail containing an overview of the submitted offer. In addition, the applicant receives a corresponding purchase confirmation by e-mail, which at the same time represents the acceptance of the offer and thus the conclusion of the contract.

2) Technical steps up to the conclusion of the contract and correction of input errors

- a) The applicant selects the desired event from the event overview of the Hyundai Driving Experience events and adds it to the shopping cart by clicking the "Add to cart" button. The number of selected events can be changed or removed at any time. The selection of an event does not require an existing customer account.
- b) By clicking on the button "Continue", the applicant is taken to an input mask in which the applicant is requested to enter the surname, first name and e-mail address of the persons participating in the event. At the same time, the applicant is requested by means of an opt-in procedure to give his/her consent to the applicable terms and conditions of business and participation and to confirm that he/she has been made aware of and accepts his/her right of revocation, the currently applicable Covid regulations, travel law regulations and existing risk information and the required waiver of liability. Provided that all necessary consents have been given, after activating the button "Checkout", the applicant will be asked to log in to his account if he is already registered on the website or to register for the first time. The booking process can only be completed after successful log-in.
- c) In the case of an existing customer account, the log-in takes place by means of e-mail and password. In the case of first-time registration, the applicant can create a personal customer account by clicking on the "Create account" button.
- d) After successful log-in, the applicant selects the desired billing address and, after activating the button "Continue to payment", the desired payment method. Via the button "review order" a final order overview is created. Input errors, for example regarding payment method, data, desired number of selected events, etc., can be changed and viewed

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- at any time here and during the entire booking process before submitting the binding offer to the organizer.
- e) By pressing the "Pay now" button, the applicant then submits his binding offer to the organizer.
 - f) 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.
 - g) Bookings by Hyundai dealers: Exclusively for Hyundai dealers, there is also the possibility of booking Hyundai Driving Experience events via the Service Hotline at service@hyundaidrivingexperience.com. By sending an e-mail to the above e-mail address, the Hyundai dealer expresses his express interest in acquiring a certain contingent of Hyundai Driving Experience events (binding offer). We.eM expressly confirms the offer by e-mail and at the same time sends the Hyundai dealer an invoice for the booked events and the invoice data for the purpose of transferring the invoice amount.

3) Technical steps up to the conclusion of the contract and correction of input errors when purchasing a gift voucher; terms of redemption

- a) Technical steps up to the conclusion of the contract and correction of input errors when purchasing a gift voucher

aa) It is also possible to purchase gift vouchers for participation in Hyundai Driving Experience events via the website. For this purpose, the applicant selects the product "Gift Voucher" via the page with the event and product overviews and adds it to the shopping cart via the button "Add to cart".

The applicant can determine the amount of the gift voucher by selecting one or more of the available voucher amounts of [100, 150, 200, 500 EUR]. Voucher amounts deviating from the proposed values can only be agreed via the Hyundai Driving Experience service hotline itself.

Before completing the booking process, the applicant can change the individually determined amount at any time or remove the gift voucher from the shopping cart altogether. The selection of the gift voucher does not yet require an existing customer account.

bb) By clicking on the button "Continue", the applicant is taken to an input mask in which the applicant is requested to enter the surname, first name and e-mail address of the persons participating in the event. At the same time, the applicant is requested by means of an opt-in procedure to give his/her consent to the applicable terms and conditions of business and participation and to confirm that he/she has been made aware of and accepts his/her right of revocation, the currently applicable Covid regulations, travel law regulations and existing risk information and the required waiver of liability. Provided that all necessary consents have been given, after activating the button "Checkout", the applicant will be asked to log in to his account if he is already registered on the website or to register for the first time. The booking process can only be completed after successful log-in.

cc) In the case of an existing customer account, the log-in takes place by means of e-mail and password. In the case of first-time registration, the applicant can create a personal customer account by clicking on the "Create account" button.

dd) After successful log-in, the applicant selects the desired billing address and, after activating the button "Continue to payment", the desired payment method. Via the button "review order" a final order overview is created. Input errors, for example regarding payment method, data, desired amount of the gift voucher etc., can be changed and viewed at any time here and during the entire booking process before submitting the binding offer to the organizer.

ee) By pressing the button "Pay now", the applicant then submits his binding offer to the organizer.

ff) The applicant receives the gift voucher in digital form. After completing the booking process, the applicant will receive a gift voucher code by e-mail to the e-mail address provided during the booking process.

gg) The registration as well as the terms and conditions of participation will be stored at We.eM in accordance with our privacy policy 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). The German and English languages are available for the conclusion of the contract.

- b) Terms of redemption

aa) The voucher is transferable – therefore can be used as a gift voucher - and is not personalized as a gift voucher in the form of the voucher code. 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.

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Hyundai Driving Experience



The gift voucher is redeemable in connection with the booking of a Hyundai Driving Experience event. The gift voucher can only be redeemed during the booking process by providing the voucher codes. 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.

bb) 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.

cc) Voucher credits are neither paid out in cash nor bear interest. If the price of the event is lower than the value of the redeemed gift voucher, the used voucher code remains active with regard to the difference. The difference can be used for further bookings for Hyundai Driving Experience events using the voucher code.

dd) 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 requires that the respective participants have gone through the check-in process. Prior to the execution of the event, all participants specified in the booking of the event will receive an e-mail for check-in. The respective participants, if they have not completed the booking of the event at the same time, must also confirm the respective applicable terms and conditions and conditions of participation, the currently applicable Covid regulations as well as the existing risk notices and the required waiver of liability as part of the check-in.
- 2) Participation in the events is only permitted to persons who hold a valid driving licence 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 licence.
- 3) 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.
- 4) The participant must behave in a disciplined manner during the driving events and must follow the instructions of the instructors without fail. In particular, participants must behave at all times in such a way that their behavior does not endanger other participants.
This applies in particular if vehicles of different strengths are driving on the training course at the same time and there are differences in speed between the vehicles.
- 5) The training vehicles will generally be provided by the organizer. In these cases, the participant has no claim to a specific vehicle.
- 6) At the N Track Day event, the respective participant will take part in the events with his/her own vehicle. The participant is only entitled to participate in the event with vehicles that have a license for road traffic. Upon request of the organizer, the participant shall prove that he/she is insured as a driver through the existing motor vehicle insurance of the vehicle. In addition, the participant shall in particular ensure that the vehicle does not have any technical defects that affect the road safety of the vehicle in any way. The organizer reserves the right not to admit vehicles to the event or to exclude such vehicles from an event that do not meet the above requirements.
- 7) 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 immediately upon conclusion of the contract. The debit of the account of the applicant takes place upon conclusion of the contract, unless otherwise specified. Payment service provider for payment methods b - f is Shopify (Shopify International Limited, Victoria Buildings, 2. Etage, 1- Haddington Road, Dublin 4, D04 XN32, Ireland)

Payment can generally be made by credit card (Visa, Master Card, Maestro, American Express), Shop Pay, Apple Pay,

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Google Pay, Klarna SOFORT or by voucher.

- a) **Payment via credit card (Visa, Mastercard, Maestro, American Express)**
Payment is made directly during the booking process by entering the credit card details.
 - b) **Payment via Klarna SOFORT**
The applicant can also make the payment by "Sofortüberweisung" with Klarna. Applicant uses here his own online banking data and enters them into the payment form of Klarna. Further information on the terms of use of Klarna are available at <https://cdn.klarna.com/1.0/shared/content/legal/terms/Klarna/de/checkout>
 - c) **Payment via Shop Pay**
The applicant can also initiate payment via Shop Pay. For this purpose, the applicant must have registered with Shop Pay and deposited his payment information (credit card information). Further information on the terms of use of Shop Pay can be found at: <https://www.shopify.com/legal/shop-pay-merchant-terms>
 - d) **Payment via Apple Pay**
Applicant can also make the payment via Apple Pay. For this purpose, the applicant must have set up Apple Pay in the "Wallet" app and have stored his corresponding payment information here. Further information on the terms of use of Apple Pay is available at: <https://www.apple.com/de/legal/privacy/data/de/apple-pay/>
 - e) **Payment via Google Pay**
Applicant can also make the payment via Google Pay. For this purpose, the applicant must have stored corresponding payment information in his Google Pay app. Further information on the terms of use of Google Pay is available at: <https://payments.google.com/payments>
 - f) **Payment by voucher**
Applicant can also make the payment by existing voucher. For payment by voucher, the applicant enters the number code of his voucher in the appropriate field Gift Card during the booking process. The value of the voucher will be deducted from the price.
- 3) Exclusively for Hyundai dealers there is the possibility to choose the payment method "On account". In this case, payment is due upon receipt of the confirmation of participation and the invoice and, unless otherwise agreed, must 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. 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 Hyundai dealer of the due payment within a reasonable period of time, provided that there was not already a defect at that time that entitled the Hyundai dealer to withdraw. The right of the Hyundai dealer to prove that We.eM has not incurred any damage or that the damage incurred is significantly lower shall remain unaffected.

6. Accompanying persons

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

7. Insurance and deductibles

Any insurance coverage is dependent on whether the participant of the training takes part in a Hyundai Driving Experience event with a vehicle provided by the organizer or with his own vehicle in the sense of the above clause 4 (6):

- 1) If the participant takes part in a Hyundai Driving Experience event with a vehicle provided by the organizer, 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; 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%); salvage cost subsidy up to EUR 10,000.
 - b) 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 could 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.
 - c) 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.
- 2) If the participant takes part in the event with his/her own vehicle as defined in clause 4 (6), however, there is no insurance coverage through the organizer. The participant is liable for his own and third-party damages with his own vehicle insurance and, if applicable, his own accident insurance. It is the participant's responsibility to ensure that his or her

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individual insurance coverage also applies during participation in the Hyundai Driving Experience event.

- 3) 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 and winter 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 can not 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.

REVOCAION 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 REVOCAION INSTRUCTION

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.

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- 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 (§ 651k 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.

15. Notice regarding security surveillance cameras on the training location of the event and data storage

The participant hereby expressly acknowledges that during participation in the respective event, recordings of the participant's person will be made by security surveillance cameras on the training location. The recordings will be stored and processed by computer and used in case of criminal behavior, accidents, damages and / or other similar incidents.

16. 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.

B. Terms and Conditions for N Taxi Nordschleife events

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 Nordschleife 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

INNOCEAN X GmbH organizes N Taxi Nordschleife events as part of the Hyundai Driving Experience. The organizer of the N Taxi Nordschleife events and contractual partner of the participant (or applicant) is INNOCEAN X GmbH, Hanauer Landstr. 121, 60314 Frankfurt am Main, Germany (hereinafter referred to as "INNOCEAN").

3. Conclusion of contract and purchase of vouchers

1) Conclusion of contract

Events and vouchers of N Taxi Nordschleife events can be booked directly via the website eu.drivingexperience.hyundai.com, as follows:

- a) The events presented on the website: eu.drivingexperience.hyundai.com do not constitute a legally binding offer by the organizer, but a non-binding event overview with an invitation to book (invitatio ad offerendum).
- b) Upon completion of the booking process described below by clicking on the button "Pay now" in the last step of the booking process, the applicant submits a binding contractual declaration (binding offer) to INNOCEAN for the conclusion of a contract for the event booked in each case.
- c) After completion of the booking process, INNOCEAN first sends the applicant an automated e-mail containing an overview of the submitted offer. In addition, the applicant receives a corresponding purchase confirmation by e-mail, which also constitutes acceptance of the offer and thus the conclusion of the contract.

2) Technical steps up to the conclusion of the contract and correction of input errors

- a) The applicant selects the desired event from the event overview of the N Taxi Nordschleife events and adds it to the shopping cart by clicking the "Add to cart" button. The number of selected events can be changed or removed at any time. The selection of an event does not require an existing customer account.
- b) By clicking on the button "Continue", the applicant is taken to an input mask in which the applicant is requested to enter the surname, first name and e-mail address of the persons participating in the event. At the same time, the applicant is requested by means of an opt-in procedure to give his/her consent to the applicable terms and conditions of business and participation and to confirm that he/she has been made aware of and accepts his/her right of revocation, the currently applicable Covid regulations, any applicable travel law regulations and existing risk information and the required waiver of liability. Provided that all necessary consents have been given, after activating the button "Checkout", the applicant will be asked to log in to his account if he is already registered on the website or to register for the first time. The booking process can only be completed after successful log-in.
- c) In the case of an existing customer account, the log-in takes place by means of e-mail and password. In the case of first-time registration, the applicant can create a personal customer account by clicking on the "Create account" button.
- d) After successful log-in, the applicant selects the desired billing address and, after activating the button "Continue to payment", the desired payment method. Via the button "review order" a final order overview is created. Input errors, for example regarding payment method, data, desired number of selected events, etc., can be changed and viewed at any time here and during the entire booking process before submitting the binding offer to INNOCEAN.
- e) By pressing the "Pay now" button, the applicant then submits his binding offer to INNOCEAN.
- f) The registration as well as the conditions of participation will be stored at INNOCEAN 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.
- g) Booking by Hyundai dealers: Exclusively for Hyundai dealers, there is also the possibility of booking N Taxi Nordschleife events via the Service Hotline at ntaxi@hyundaidrivingexperience.com. By sending an e-mail to the above e-mail address, the Hyundai dealer expresses his express interest in acquiring a certain contingent of N Taxi Nordschleife events (binding offer). INNOCEAN expressly confirms the offer by e-mail and at the same time sends the Hyundai dealer an invoice for the booked events and the invoice data for the purpose of transferring the invoice amount.

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website: eu.drivingexperience.hyundai.com

3) **Technical steps up to the conclusion of the contract and correction of input errors when purchasing a gift voucher; terms of redemption**

a) Technical steps up to the conclusion of the contract and correction of input errors when purchasing a gift voucher

aa) It is also possible to purchase gift vouchers for participation in N Taxi Nordschleife events via the website. For this purpose, the applicant selects the product "Gift Voucher" via the page with the event and product overviews and adds it to the shopping cart via the button "Add to cart".

The applicant can determine the amount of the gift voucher by selecting one or more of the available voucher amounts of 119, 159, 179 EUR. Voucher amounts deviating from the proposed values can only be agreed via the Hyundai Driving Experience service hotline itself.

Before completing the booking process, the applicant can change the individually determined amount at any time or remove the gift voucher from the shopping cart altogether. The selection of the gift voucher does not yet require an existing customer account.

bb) By clicking on the button "Continue", the applicant is taken to an input mask in which the applicant is requested to enter the surname, first name and e-mail address of the persons participating in the event. At the same time, the applicant is requested by means of an opt-in procedure to give his/her consent to the applicable terms and conditions of business and participation and to confirm that he/she has been made aware of and accepts his/her right of revocation, the currently applicable Covid regulations, travel law regulations and existing risk information and the required waiver of liability. Provided that all necessary consents have been given, after activating the button "Checkout", the applicant will be asked to log in to his account if he is already registered on the website or to register for the first time. The booking process can only be completed after successful log-in.

cc) In the case of an existing customer account, the log-in takes place by means of e-mail and password. In the case of first-time registration, the applicant can create a personal customer account by clicking on the "Create account" button.

dd) After successful log-in, the applicant selects the desired billing address and, after activating the button "Continue to payment", the desired payment method. Via the button "review order" a final order overview is created. Input errors, for example regarding payment method, data, desired amount of the gift voucher etc., can be changed and viewed at any time here and during the entire booking process before submitting the binding offer to the organizer.

ee) By pressing the button "Pay now", the applicant then submits his binding offer to the organizer.

ff) The applicant receives the gift voucher in digital form. After completing the booking process, the applicant will receive a gift voucher code by e-mail to the e-mail address provided during the booking process.

gg) The registration as well as the terms and conditions of participation will be stored at INNOCEAN in accordance with our privacy policy 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). The German and English languages are available for the conclusion of the contract.

b) Terms of redemption

aa) The voucher is transferable – therefore can be used as a gift voucher - and is not personalised as a gift voucher in the form of a voucher code. INNOCEAN may make payment to any respective holder of the voucher with discharging effect. This does not apply if INNOCEAN 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. The gift voucher is redeemable in connection with the booking of a N Taxi Nordschleife event. The gift voucher can only be redeemed during the booking process by providing the voucher codes. 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.

bb) 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.

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cc) Voucher credits are neither paid out in cash nor bear interest. If the price of the event is lower than the value of the redeemed gift voucher, the used voucher code remains active with regard to the difference. The difference can be used for further bookings of events presented at the website using the voucher code.

dd) 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 the participants

- 1) Participation in the N Taxi Nordschleife events requires that the respective participants have gone through the check-in process. Prior to the execution of the event, all participants specified in the booking of the event will receive an e-mail for check-in. The respective participants, if they have not completed the booking of the event at the same time, must also confirm the respective applicable terms and conditions and conditions of participation, the currently applicable Covid regulations as well as the existing risk notices and the required waiver of liability as part of the check-in.
- 2) 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.
- 3) 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, INNOCEAN 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.
- 4) 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 Taxis will be provided. There is no entitlement to a ride in a particular vehicle.
- 5) 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 corresponding service description.
- 2) Payment is due immediately upon conclusion of the contract. The debit of the account of the applicant takes place upon conclusion of the contract, unless otherwise specified. Payment service provider for payment methods b) – f) is Shopify (Shopify International Limited, Victoria Buildings, 2. Etage, 1-2 Haddington Road, Dublin 4, D04 XN32, Ireland)

Payment can generally be made by credit card (Visa, Master Card, Maestro, American Express), Shop Pay, Apple Pay, Google Pay, Klarna SOFORT or by voucher.

a) Payment via credit card (Visa, Mastercard, Maestro, American Express)

Payment is made directly during the booking process by entering the credit card details.

b) Payment via Klarna SOFORT

The applicant can also make the payment by "Sofortüberweisung" with Klarna. Applicant uses here his own online banking data and enters them into the payment form of Klarna. Further information on the terms of use of Klarna are available at <https://cdn.klarna.com/1.0/shared/content/legal/terms/Klarna/de/checkout>

c) Payment via Shop Pay

The applicant can also initiate payment via Shop Pay. For this purpose, the applicant must have registered with Shop Pay and deposited his payment information (credit card information). Further information on the terms of use of Shop Pay can be found at: <https://www.shopify.com/legal/shop-pay-merchant-terms>

d) Payment via Apple Pay

Applicant can also make the payment via Apple Pay. For this purpose, the applicant must have set up Apple Pay in the "Wallet" app and have stored his corresponding payment information here. Further information on the terms of use of Apple Pay is available at: <https://www.apple.com/de/legal/privacy/data/de/apple-pay/>

e) Payment via Google Pay

Applicant can also make the payment via Google Pay. For this purpose, the applicant must have stored corresponding payment information in his Google Pay app. Further information on the terms of use of Google Pay is

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Hyundai Driving Experience



available at: <https://payments.google.com/payments>

f) Payment by voucher

Applicant can also make the payment by existing voucher. For payment by voucher, the applicant enters the number code of his voucher in the appropriate field Gift Card during the booking process. The value of the voucher will be deducted from the price.

- 3) Exclusively for Hyundai dealers there is the possibility to choose the payment method "On account". In this case, payment is due upon receipt of the confirmation of participation and the invoice and, unless otherwise agreed, must 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. If the invoice is not paid in full within 14 days after receipt of a payment request, INNOCEAN 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 INNOCEAN 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) The participant fee includes accident insurance with the following benefits for the duration of the event:
 - a) in the event of death: EUR 45,000;
 - b) in the event of disability: EUR 70,000.
- 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 INNOCEAN, 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. INNOCEAN 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, INNOCEAN and the participant are each released from their obligation to perform. In the event that INNOCEAN withdraws from the contract, INNOCEAN 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 INNOCEAN 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 INNOCEAN.
- 2) A right of revocation does not exist if the contract concluded with INNOCEAN 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).

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REVOCATION 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 X GmbH, Hanauer Landstr. 121, 60314 Frankfurt am Main, Germany, 60314 Frankfurt am Main, 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.

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

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

- To INNOCEAN X GmbH, Hanauer Landstr. 121, 60314 Frankfurt am Main, Germany, 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, Signature

(*) Delete as applicable.

10. Services of INNOCEAN and changes in services

- 1) If the minimum number of participants specified for the respective event is not reached, INNOCEAN reserves the right to postpone or cancel the event up to 14 days before the start of the event. In this case INNOCEAN will refund the participant fee. In case of a cancellation the contractual partner may demand the participation in another N Taxi Nordschleife event of equal value, if INNOCEAN 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 INNOCEAN immediately after the declaration of the cancellation of the event.
- 2) INNOCEAN also reserves the right to cancel events due to weather and weather-related conditions. In case of cancellations by INNOCEAN, INNOCEAN will refund the participant fee. Costs for individual travel are excluded from reimbursement in this case.

11. Liability

- 1) Participation in the N Taxi Nordschleife 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, INNOCEAN 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 INNOCEAN, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.

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- 4) In the event of a breach of essential contractual obligations, INNOCEAN 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 INNOCEAN'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 INNOCEAN 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 INNOCEAN 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. Health Safety Regulation

In case we are required to comply with any regulatory or legal requirements regarding health safety, we will inform you about this as soon as we become aware of such requirements.

14. Final Provisions and severability clause

- 1) Contracts between INNOCEAN 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 INNOCEAN 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 INNOCEAN.
- 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 INNOCEAN provides the participant with a translation, this is done without any legal obligation and to the exclusion of any warranty on the part of INNOCEAN as well as to the exclusion of any contractual and non-contractual liability on the part of INNOCEAN. 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): INNOCEAN 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.