

Terms and Conditions – Driving Experience

As of September 2024 - page 1/2



The following conditions apply to participants – here “the client” – for the BMW M Driving Experience Abu Dhabi – here “the event” – from March 8-10, 2025 via Time Change GmbH – here “the organizer”.

Presentation Time Change GmbH

Time Change GmbH has been officially commissioned as organizer of the event.

Prices

All prices are as quoted.

Pre and post packages

Pre and post packages are not part of the standard event package and need to be booked separately.

Booking and Confirmation

The booking for the event is considered confirmed upon receipt of full payment within the specified payment period (within 48 hours). Upon successful payment, the client will receive a booking confirmation email from Time Change. This confirmation serves as the final proof of registration and participation in the event. Without a booking confirmation, participation cannot be guaranteed.

Services

The event is offered in English. The confirmed date of participation is binding. Timing is subject to change without notice.

Booking and Confirmation

The booking for the event is considered confirmed upon receipt of full payment within the specified payment period (within 48 hours of receiving the payment link). Upon successful payment, the client will receive a booking confirmation email from Time Change GmbH. This confirmation serves as the final proof of registration and participation in the event. Without a booking confirmation, participation is not possible.

Payment

Payment can be made by credit card or per Bank Transfer (bank service fees go at the expense of sender). In order to ensure booking, payment has to be completed within 48 hours after receipt of payment-link. In case the payment wasn't done within the given time, Time Change GmbH reserves the right to cancel the booking.

Number of Participants

Each participant is required to register individually on the Time Change GmbH website at <https://timechange.etoool.biz/driving-experience-yas-marina-abu-dhabi>, where they can access and manage their booking profile online at any time.

Group registrations are not permitted. However, it is possible to request an invoice for a specific number of participants and receive corresponding coupon codes. These codes can be distributed to third parties, allowing the final registration amount to equal the predetermined total or zero.

By providing their e-mail addresses, the participants give Time Change GmbH permission to contact them should this become necessary.

The event requires a minimum of participants. Should this limit not be reached by January 15, 2025, Time Change GmbH reserves the right to cancel the event free of charge for the participants. The booked participants will then receive a 100% refund.

Participation in the theory part of the training – where applicable – is mandatory for participation in the practical driving sessions. If essential parts of the theory lessons are missed, further participation in the driving sessions is not possible.

Participants do not have any claim to single occupancy of the vehicle.

Rules of Behavior for Participants regarding Training Courses

Participants take part in the event and move onto the training area at own risk. As participants and instructors will also be outside for a certain part of the event, Time Change GmbH advises all participants to wear weather-appropriate clothing and comfortable shoes.

Training is not suitable for people with reduced mobility or certain medical conditions that may be aggravated by physical activity. The participant must have a physical constitution and mental condition appropriate to the sporting character of the respective components of the training. Time Change GmbH recommends that participants who are in doubt about their physical condition seek prior clarification from a physician.

For safety reasons, it is absolutely essential that participants are proficient in English.

Participants shall comply with appropriate hygiene arrangements applicable for the training course which the organizer has introduced in relation to pandemics, epidemics or other pathogens, or disease outbreaks. The hygiene arrangements will be appropriately amended to match the individual situation, and the participant will be accordingly informed; the statutory requirements applicable in each case may extend beyond the training period.

Any participant who infringes the above requirements or who is reasonably suspected to be unfit for driving or of drug or alcohol consumption may be totally or partly expelled from the further participation.

Participation of Accompanying Persons

Accompanying persons are not allowed to participate in the driving-part of the event, sit in the participant's car during the training or even enter the circuit. Accompanying persons are allowed to remain in the lounge area. A fee for accompanying persons is applying.

MMR

Important information for the M Mixed Reality:

During the M Mixed Reality, the driver wears a so-called virtual reality headset that projects a virtual environment. This can lead to discomfort, headache, dizziness or nausea. The ride will stop immediately upon notification of such symptoms. The participant is responsible for informing the instructor if they feel unwell prior to the ride or if discomfort occurs during the ride.

For people who suffer from epilepsy, it cannot be ruled out that the visual stimuli trigger an epileptic seizure. People who suffer from epilepsy, must inform the instructor of this before starting the ride. Wearing the VR headset can result in increased stress on the cervical spine due to dynamic driving.

Insurance Coverage for Participants and Liability

The participant takes part in training and moves onto the area of the event circuit as well as any other training area at their own risk.

If the service is a package tour, the organizer's liability for any damage which does not result from loss of life, bodily injury or impairment of health and which is not brought about culpably, shall be limited to an amount of three times the participation price; such limitation of liability shall only apply to claims regarding compensation for damages. Any other claims based on international agreements or legal regulations issued based on such international agreements shall not be affected.

For other training courses the organizer shall only be liable to the extent that damages of the participant were due to (i) gross negligence or (ii) a breach of material duties such as, for instance, those duties and obligations the booking is deemed to impose upon the organizer according to its spirit and purpose and the very fulfillment of which required for a due performance of the booked services, and upon which the participant regularly relies and may rely; said liability shall be limited to the typical damage as it is foreseeable upon booking the services. The above limitation of liability shall cover all claims for compensation for loss or damage. It shall not apply in cases of willful intent or damage arising from



time change GmbH
Albert-Roßhaupter-Str. 16
81369 Munich
Germany



time change GmbH
Kaiserdamm 88
14057 Berlin, Germany
Tax-No.: 27/560/30446
VAT ID: DE 29 03 75 617

Terms and Conditions – Driving Experience

As of September 2024 - page 2/2



loss of life, injury to the body or the impairment of health of the participant.

As far as damages are covered by insurance (except for insurances of fixed sums) that was concluded by the participant with respect to the relevant damage case, the provider shall only be liable for disadvantages, if any, connected therewith for the participant such as, for instance, higher insurance premiums or disadvantages in terms of interest payments until settlement by the insurance company.

The participant shall be liable to the provider for any damage caused by him or her (e.g. damage to vehicles), unless the participant is not responsible for such damage. The liability of the participant towards the provider is limited to € 2,500 (plus 12.5% handling fee), if the participant can prove that they are only responsible for a slight negligence.

Travel Policies

Participants are responsible for obtaining valid travel documents, visas, vaccinations, adhering to customs regulations and for bearing all associated costs. Please consider the currently valid passport and visa requirements for the selected event (VISA information: <https://www.uaevisa.ae/>).

Time Change GmbH is not liable for delay of any flight, travel or Visa arrangements. No reimbursement can be made if participants do not arrive in-time or can't be provided with a VISA on time.

Participants are strongly advised to obtain additional travel cancellation insurance, combined health, accident and private liability insurance and insurance to cover repatriation costs in the event of an accident or illness. Time Change GmbH itself does not offer such insurance.

Participants are liable for any damages or costs caused by their failure to abide by these rules.

Driving License and Minimum Age Requirements

Only persons who have reached the age of 18 at the time of the training course and are in possession of a valid, unrestricted, **international driving license** and for whom there is no driving ban imposed by the authorities are entitled to participate. The participant is obliged to present a valid international driver's license before the start of the course.

Force Majeure

The organizer shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or telephone service, pandemic, or other causes beyond the reasonable control of the organizer. In such cases, the event may be rescheduled or cancelled without liability.

Limitation of Liability

To the maximum extent permitted by law, the organizer shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) their access to or use of or inability to access or use the service; (b) any conduct or content of any third party on the service; or (c) unauthorized access, use, or alteration of their transmissions or content. In no event shall the total liability of the organizer for all claims related to the service exceed the amount paid by the client for the event.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Germany. Any disputes arising out of or in connection with these Terms and Conditions shall be subject

to the exclusive jurisdiction of the courts of Berlin, Germany. In case of any dispute, the parties agree to first seek an amicable resolution through mediation before initiating court proceedings.

Data Protection and Privacy

Time Change GmbH is committed to protecting the client's and the participant's personal data and ensuring their privacy. All personal data collected will be processed in accordance with the General Data Protection Regulation (GDPR). Their data will be used solely for the purpose of organizing and conducting the event and will not be shared with third parties without their explicit consent. For more details, please refer to our Privacy Policy (<https://time-change.com/privacy-policy/>).

Refund and Cancellation Policy

Any cancellation request must be sent to drivingexperience@time-change.com in writing. Refunds will be processed as follows:

Until January 10, 2025; 100% refund

Until February 1, 2025; 50% refund

After February 1, no refund will be possible.

Event Cancellation by the Race Circuit or Time Change GmbH

If the event is cancelled for reasons for which Time Change GmbH is not responsible, the paid amount is nonrefundable. For additional bookings (pre- and post-event) Time Change GmbH reserves the right to pass on the cost of elements to the client which have been booked additionally at the client's request and are not part of the standard event package. This is based on the time change conditions of participation.

For the safety of participants, the race circuit reserves the right to postpone the start of the event, cancel the event or stop and cancel the driving during its course if weather conditions, other imminent dangers (e.g. risk of sandstorms, etc.) or track conditions or also in case of national security and / or national mourning occur.

Time Change GmbH will inform participants of a cancellation as soon as possible.

If a driving-portion is canceled during its course, the participation price will not be refunded if the driving could be carried out at least to the extent that the driving purpose could essentially be achieved. There is no guarantee that the driving will be held in certain car models.

Resignation from the event

Please note that the organizer may cancel the planned event by January 15, 2025 if the minimum number of participants is not reached. We recommend that the client only makes provisional travel arrangements, e.g. flight bookings, after this date. The organizer is not liable for travel costs if the event is cancelled.

Please also note that the [General Terms and Conditions](#) from Time Change GmbH apply at any time.

These [Terms and Conditions – BMW M Drive Experience Abu Dhabi](#) are to be signed by each participant prior to booking of training.

First name: _____ Last name: _____
Birth date: _____ ID number: _____
Driver's License ID: _____

I confirm that I have read and agree to the Terms and Conditions, hold a valid driver's license as specified, and understand and speak English to follow driving instructions. I certify that I am physically and mentally fit to participate and accept all terms, including the liability waiver.

Date, Signature



time change GmbH
Albert-Roßhaupter-Str. 16
81369 Munich
Germany



time change GmbH
Kaiserdamm 88
14057 Berlin, Germany
Tax-No.: 27/560/30446
VAT ID: DE 29 03 75 617