

Opel Winter Training

Date: 07–08 February 2015



Wir leben Autos.

Registration (please complete in print)

Applicant (billing address)

Last name, first name

Road, number

Post/Zip code, town, country

Date of birth

Telephone (daytime), cell/mobile

Fax/email

Driving license no., date, place of issue

☐ Send documents to applicant.

☐ I would like to order a voucher.

Participant (if not identical with applicant)

Last name, first name

Road, number

Post/Zip code, town, country

Date of birth

Telephone (daytime), cell/mobile

Fax/email

Driving license no., date, place of issue

☐ Send documents to participant.

Payment Options

☐ Visa

☐ MasterCard

☐ American Express

Card no.

Date of expiration

☐ Bank transfer

Account number: **701747032**
Bank ID code: **551 900 00**
Banking institute: **Mainzer Volksbank e.G.**
BIC: **MVBMDE55**
IBAN: **DE79 5519 0000 0701 7470 32**

Right of Revocation

The participant/applicant may revoke his or her registration application in writing (letter, fax, email) within two weeks and without having to provide any grounds. This revocation period will commence no earlier than upon receipt of the revocation instruction. For purposes of complying with the revocation period, the timely dispatch of the written revocation will suffice.

The revocation must be sent to:

Adam Opel AG
PKZ C4-02
65423 Rüsselsheim
Fax: +49 (0)6131 494-2916
Email: opel-fahrtraining@conteam.de

City, date

Applicant's signature

Conditions of Participation

I recognize and acknowledge the attached conditions of participation, including the provisions on liability (section 9). The contract is not effective until confirmed in writing by Adam Opel AG. The participation fee becomes due upon receipt of this confirmation. If payment is not received at least 10 days prior to the program, the participant may no longer participate in the program.

City, date

Applicant's signature

Privacy

For the purpose of performing the Opel Winter Training, I agree to my data being passed on to Adam Opel AG's data processing service provider in the USA exclusively for the technical collecting and processing purposes of Adam Opel AG – which will be done solely in full agreement with the legal regulations valid for protecting my personal data. Furthermore, I agree to my data being used, in compliance with the legal data protection provisions, for the customer service purposes of Adam Opel AG.

City, date

Applicant's signature

Telephone: +49 (0) 6142 9119800 (free call)

opel-fahrtraining@conteam.de

www.opel.de

Fax: +49 (0) 6131 494-2916

Terms and Conditions of Participation Opel Winter Training

1. Type of Program

- Adam Opel AG (hereinafter referred to as “Opel”) is offering the participants a driver safety training course on a site, which has been closed to the regular individual traffic during the program (Thomatal Winterfahrtrainingszentrum).
- The program is intended to improve driving skills and not to reach maximum speed.

2. Program Goals

- Improve driving skills
- Learn safe control of one's own vehicle (interplay between person–car–street)
- Promote safety awareness
- Enhance technical know-how

3. Participant Insurance and Liability

- During the driving exercises, the participants will be covered under a passenger accident insurance policy [Insassenunfallversicherung], which will provide the following benefits:
 - €31,000, in the event of the participant's death
 - €62,000, in the event of the participant's complete disability
- Participation using furnished vehicles
Throughout the entire duration of the program (from beginning to end), the furnished vehicles will be covered under a liability insurance policy for any driving that is conducted on routes, which the instructor designates during the training course under his or her direction. In addition, the participants will be placed in a position which would be the equivalent to having comprehensive and collision insurance coverage [Vollkaskoversicherung] with no deductible. The participants will be liable for their own intentional or grossly negligent acts or omissions. Any damages to the vehicles must be promptly reported to the instructor in charge.
- Spectators and companions, who have not been registered as participants, will not be allowed to enter the Thomatal Winterfahrtrainingszentrum. No liability is assumed. Since the on-site team during the programs is fully dedicated to the participants, no support can be provided to spectators and companions.

4. Registration/Participation Right/Requirements for Participation

- The participation in the training session is reserved solely for persons holding valid driver's licenses. The participant is required to submit his or her driver's license for inspection on the day of the program prior to its commencement.
- The number of participants is limited to 30 for each program.
- Registration can be done only by completing the attached registration form or at opel.de. The registration applications will be reviewed in the order in which they are received. Opel will verify participants' right to participate within two weeks following receipt of the registration applications and provided that the minimum number of participants have registered.
- A minimum number of 24 participants must be registered in order to proceed with the program in question. If this minimum participation requirement is not met and the program therefore cannot be held, then Opel shall notify the registered participants thereof in writing no later than 14 days prior to the commencement of the program. In these cases, a make-up program will be agreed with the participants on short notice. If it is not possible to agree on a suitable make-up date, then the participation fee will be refunded to the participants.

5. Participation Fee

The participation fee for each program is €1,100 for one overnight stay. €1,450 for two overnight stays, €300 per day and companion/person (including VAT). A bill for the participation fee will be sent together with registration confirmation to the participant at the billing address indicated in the registration form. The participation fee will be due upon receipt of the registration confirmation/bill. The payment processes will be administered by CONTEAM:BELOW GmbH, Mainz, on behalf of Adam Opel AG. The participation fee is payable in advance. The following methods of payment are available:

- Bank transfer
- Credit card payment (MasterCard, Visa, American Express). The credit card number together with the date of expiration must be provided in the registration form.
- PayPal for registrations at opel.de

If payment is not received at least 10 days prior to the program, the participant may no longer participate in the program.

6. Cancellation Policy

- If the participant cancels his or her registration, then the following cancellation fee will apply:
- Cancellation between the 45th and 14th day before the program: 50% of the participation fee
 - Cancellation between the 14th day and 5th day before the program: 75% of the participation fee
 - Cancellation within the last 5 days before the program: 100% of the participation fee

Cancellation of the registration must be done in writing or via fax or email. The timing of the cancellation will be based on when the written cancellation is received. If the participant intends to cancel his or her registration by fax, then the cancellation must be transmitted to the fax number indicated in the appended registration form. Substitute participants may be named, provided they also meet the participation requirements (valid driver's license). Substitute participants must sign and submit the Terms and Conditions of Participation before the commencement of the program.

7. Costs

The participation fee covers the following costs:

- Renting and preparing the driving routes
 - Instructor costs
 - Costs for theoretical and practical driver training
 - Food and refreshments (evening meal and overnight accommodation, plus breakfast, lunch and drinks)
 - Route and organizational materials
- Participants must arrange and pay for their own trips to and from the training site.

8. Safety Rules/Instructor's Authority/Exclusion from Participation

The participants are required to wear seatbelts the entire time that they are driving. The participants are likewise obligated to wear clothing and footwear which is appropriate for a program of such sporting nature and which will not lead to any problems while driving the vehicle (high-heeled shoes, etc.). The instructors' directives must be obeyed unconditionally. Alcohol may not be consumed prior to or during the training sessions. Furthermore, the use of mobile phone devices while driving is strictly prohibited. Opel reserves the right to exclude individual participants from the program, if such participants refuse to comply with directives issued by the instructors or the Opel

Team or if they otherwise threaten themselves or others. In this case, the participation fee will not be refunded.

9. Opel's Contractual and Non-Contractual Liability

- Opel's contractual liability for any losses, which do not qualify as personal injury, is limited to three times the participation fee:
 - to the extent that a participant's loss was not caused by intentional or grossly negligent acts or omissions on the part of Opel, and/or
 - to the extent that Opel's responsibility for the loss incurred by a participant is based solely on the fault of a payer [Leistungsträger].
- With respect to all non-contractual compensatory damages claims asserted against Opel, and specifically those based on torts unrelated to intentional or grossly negligent acts or omissions, Opel will be liable for property damage up to three times the participation fee, provided that such damage is essentially the same as the compensatory damages claims contractually stipulated in subsection 9a).
- Beyond the liability limitations set forth in subsections 9a) and b), a compensatory damages claim against Opel will be limited or excluded if, pursuant to international conventions or statutory provisions based thereon, which are applicable to the payments that a payer is required to make, a claim for compensatory damages may be enforced against the payer only under certain conditions or limitations or must be excluded under certain conditions.
- Excluded herefrom is the personal liability of the statutory representatives, vicarious agents and plant personnel of Opel with respect to damages caused by them as a result of simple negligence.

10. Exclusion of Claims and Limitation Periods

- Within one month following the contractually prescribed completion of the program, any contractual claims based on the failure to conduct the program in accordance with the agreement must be asserted against Opel in writing, otherwise they will be excluded. Following the expiration of the period, the aforementioned claims may be enforced only if the participant had been hindered from complying with the deadline period through no fault of his own.
- The deadline period set forth in 10a) also applies to non-contractual claims (see 9b) specifically torts (except for intentional torts), provided that such claims cover essentially the same elements as the contractual claims set forth in 9a).
- No claims may be asserted based on the fact that the program was conducted by instructors who had not been previously announced.
- Any and all claims under this agreement will be barred by limitation in one year. The limitation period will begin on the day following the day on which the program ends according to the agreement.

11. Instruction on Revocation/Right of Revocation

The participant/applicant may revoke his or her registration application in writing (letter, fax, email) within two weeks and without having to provide any grounds. This revocation period will commence no earlier than upon receipt of the revocation instruction [Widerrufsbelehrung]. For purposes of complying with the revocation period, the timely dispatch of the written revocation will suffice. The written revocation must be sent to:

Adam Opel AG
PKZ C4-02
65423 Rüsselsheim
Telefax: +49 (0) 6131 494-2916
Email: opel-fahrtraining@conteam.de

12. Governing law

The contractual relationship between the participant and Adam Opel AG will be governed exclusively by German law.

13. Jurisdiction and venue

Jurisdiction and venue with respect to all claims based on this contract will be Frankfurt am Main, but Opel has the right to file legal actions in other venues as well. The aforementioned also applies with respect to the enforcement of non-contractual claims, to the extent that they are at least in part identical to the contractual claims (except in the cases involving intentional torts). In case of doubt the German version will be valid.

14. Severability Clause

Should any provision of this contract, including the Terms and Conditions of participation, be or become legally invalid, then the remaining provisions of this contract or the terms and conditions of participation will not be affected thereby. In this case, the contracting parties agree to replace the invalid provision with a new and valid provision, which most closely reflects the commercial purpose of the invalid provision. The same procedure shall be followed if a contractual gap or omission becomes apparent during the performance of the contract.

15. Program Organizer

Adam Opel AG
65423 Rüsselsheim
Telephone: +49 (0) 180 5 5510 (€0.14/minute from German landline numbers, maximum mobile phone price €0.42/minute)
Fax +49 (0) 6131 494-2916
Email: opel-fahrtraining@conteam.de

I recognize and acknowledge the Terms and Conditions of Participation, including the provisions on liability (section 9).

Date Training

Name in block letters

City, date

Applicant's signature