

## **General Terms and Conditions of Team Dannhoff GmbH**

### **1. scope**

(1) These General Terms and Conditions ("GTC") apply to all contracts for the services described in the following provisions, which are concluded between Team Dannhoff GmbH, Heinrich-Becker-Straße 1, 31737 Rinteln, Germany, and our customers via the website [www.team-dannhoff.de](http://www.team-dannhoff.de).

(2) We shall not recognize any terms and conditions of the customer that conflict with or deviate from these terms and conditions unless we have expressly agreed to their validity in writing. We shall also not recognize deviating terms and conditions if we execute the order without reservation in the knowledge of terms and conditions of the customer that are contrary to or deviate from our terms and conditions.

### **2. performance description**

(1) The content of the contract and the corresponding services are set out in the service description of the offer for the detailed duration as well as in the order confirmation/invoice.

(2) Team Dannhoff GmbH does not provide any motorsport equipment and in particular does not offer any technical services or acceptance tests.

### **3. right of withdrawal of Team Dannhoff GmbH and regulations regarding COVID-19**

(1) In the event of force majeure, failure to reach the minimum number of participants advertised and stated in the booking confirmation or cancellation by the operator of the race track, Team Dannhoff GmbH reserves the right to withdraw from the existing contract. A further right of withdrawal exists in cases of non-timely invoice payment by the customer according to item 5 of these GTCs.

(2) In the event that the event booked by the customer cannot be held due to an official ban in relation to the COVID 19 pandemic, the respective legal situation in other EU countries shall apply. In this respect, the customer who has paid the entry fee in full will be offered either a credit note or a full refund, if the respective legal situation provides for this. Further claims against Team Dannhoff GmbH cannot be asserted, except in the case of intent or gross negligence on the part of Team Dannhoff GmbH.

(3) If the event can only take place under special COVID-19 pandemic security measures, such as the validity of a "2G or 3G regulation", the customer is aware that he/she must either be fully vaccinated with an EU-approved vaccination protection and/or be considered recovered according to the respective national law in order to participate in the event. With regard to the details, the respective national law shall apply. The customer agrees to this restriction before submitting his offer to conclude the contract.

(4) In the event that a contractual obligation to perform does not exist due to the restrictions mentioned in item 3 (3) of these GTC, even if only for a certain period of time, this circumstance is neither within the contractual scope of obligations nor within the area of risk of Team Dannhoff GmbH, so that in this case a claim of the customer for reimbursement or reduction of the entry fee does not apply.

(5) Team Dannhoff GmbH assumes no responsibility for loss of driving time due to corresponding incidents, aggravating circumstances, damage to the vehicle or bad weather conditions. In such cases, the customer is not entitled to a refund or reduction of the entry fee.

#### **4. Offer and conclusion of contract**

Under the point "Booking" the customer can send a booking request via PDF or Excel to Team Dannhoff GmbH. Within the next few days, it will be checked whether the requested space is still available. A confirmation (or cancellation, if applicable) will be sent to the customer by e-mail together with the invoice. This concludes the contract in accordance with the provisions of these terms and conditions.

#### **5. terms of payment**

(1) The customer has to pay the invoice amount (the entry fee) within 14 days after the invoice has been issued to Team Dannhoff GmbH. If there is only a time gap of 10 weeks or less until the event, the invoice must be paid to Team Dannhoff GmbH within 3 bank working days. The possibility to deduct a discount does not exist.

(2) Should the payment not be received within this period, Team Dannhoff GmbH reserves the right to withdraw from the contract by email and to otherwise dispose of the participant's place. The customer is solely responsible for the timely and correct execution of the payment process. The receipt of payment by Team Dannhoff GmbH is decisive for the adherence to the payment deadline. Cash payments on site are not possible.

(3) In the event of late payment, the customer, if he is a consumer, is obligated to pay interest on arrears to Team Dannhoff GmbH in the amount of 5 percentage points above the base interest rate (§ 247 BGB). If the customer is an entrepreneur at the time of booking, the interest on arrears amounts to 9 percentage points above the base interest rate. If the customer is in default of payment, a flat rate of five euros will be charged for each reminder. In this case, the customer is free to prove that costs were not incurred or were not incurred in this amount.

(4) The customer shall have no right of set-off unless the customer's claim against Team Dannhoff GmbH is undisputed or has been finally determined by a court of law.

#### **6. revocation / withdrawal rights of the customer**

(1) Due to the legal regulation in § 312 g paragraph 2 No. 9 BGB, there is no right of withdrawal for online bookings of events with a fixed date.

(2) In the event of events being rescheduled to a different date or in the event of cancellation of events declared by the organizer or Team Dannhoff GmbH, the customer may withdraw from the contract. In the event of a cancellation or changed event dates, the customer will be informed by Team Dannhoff GmbH by e-mail immediately after becoming aware of this.

(3) In the event of a justified withdrawal by the customer, Team Dannhoff GmbH will reimburse the customer for any services or partial services provided by the customer up to 14 days after the relevant event date without charging cancellation fees.

#### **7. substitute driver**

(1) On the part of Team Dannhoff GmbH, customers are granted the right to nominate a substitute driver for the execution of the event by e-mail no later than 10 days before the date of the event. Team Dannhoff GmbH will then check in each individual case whether the substitute driver is accepted. In case of acceptance, a handling fee of 50,- € will be charged.

(2) A resale of the participation permit for the booked event is only permitted with the prior consent of Team Dannhoff GmbH in text form. In case of violation, the participation permit loses its validity and the customer is excluded from the event. In this case, the customer is not entitled to a refund.

(3) The nomination of a substitute driver is only valid if the processing fee of 50 € and any outstanding entry fees have been paid within 2 working days after the nomination of the substitute driver. If this payment is not made within the aforementioned period, the substitute driver is considered not accepted.

## **8. obligations of the participant during the event**

(1) The customer is obliged to follow the instructions of Team Dannhoff GmbH as well as the instructions of the race track operator and the persons authorized by them. Furthermore, the customer is obliged to participate in the drivers' meetings. This serves the customer's own safety and a smooth running of the event. Failure to attend the drivers' briefings may result in exclusion from the event without entitlement to a refund or reduction of the entry fee. Team Dannhoff GmbH does not assume any responsibility for the condition of the race track and the associated facilities.

(2) The General Regulations and House Rules of the respective venue must be observed. They are posted on the TT Circuit Assen, in the pits. During the entire event, the customer undertakes to behave in a manner that endangers neither himself nor other participants.

(3) The consumption of alcohol or other intoxicating substances is strictly prohibited during the operating hours of the event. Alcohol checks will be carried out at random by the track staff. Drivers under the influence of alcohol or drugs will be excluded from the event. In this case, there is no entitlement to a refund of the entry fee paid.

(4) The customer is obliged to wear the protective clothing prescribed on race tracks (undamaged full-face helmet, one-piece or two-piece leather suit, leather boots and leather gloves). In addition, the customer is obliged to wear a back protector, unless it is part of the worn suit. Should the customer wear clothing that is not suitable or approved for use on the race track, Team Dannhoff GmbH reserves the right to exclude the participant from the event without entitlement to a refund or reduction of the entry fee. The file "Important additional information", which is also deposited on the homepage, must also be observed.

(5) It is strongly recommended to check the terms and conditions of your own accident and liability insurance before participating, as driving on a race track is usually not covered by the scope of insurance.

## **9. transponder**

(1) On some race tracks, a transponder obligation applies, but only for phonemeasurement (no timing). In this respect, the booked event is not a training to achieve maximum speeds.

(2) However, comparison runs are offered on some dates. Transponders can be optionally booked for this purpose. In this case, we expressly point out that a private accident insurance could be exempt from its liability in the event of an accident by participating in an event with comparison rides. In this case, the customer waives any right of recourse against Team Dannhoff GmbH and undertakes, in the event that he wishes to cover an accident event, to make his own efforts to take out sufficient, covering insurance before the start of the event.

(3) If the customer books such an event with a transponder, he will be provided with a transponder on site. The transponder will be handed over against a deposit. If the transponder is damaged or lost during use, the customer will be charged for the costs incurred (in the event of loss currently approx. 600€ gross). Should a customer fail to return the transponder undamaged at the end of the event, the customer concerned will be charged a daily fee of €5 until the transponder has been returned properly and in perfect condition.

## **10. liability**

(1) The customer participates in the event at his own risk. He is liable for any damage caused by him or his vehicle, unless otherwise agreed in these General Terms and Conditions. Team Dannhoff GmbH does not assume any liability for the condition of the circuit and its facilities.

(2) The customer agrees to waive any claims for damages against Team Dannhoff GmbH, the race track operator, the track marshals, the medical staff, sponsors or any other representatives or assistants.

(3) However, Team Dannhoff GmbH is liable according to the legal conditions for damages to life, body and health that are based on a negligent or intentional breach of duty by Team Dannhoff GmbH or its legal representatives and vicarious agents. Team Dannhoff GmbH is only liable for other damages if they are based on an intentional or grossly negligent breach of duty - regardless of the legal grounds - or on fraudulent intent.

(4) Notwithstanding the foregoing, Team Dannhoff GmbH shall also be liable for damages caused by simple negligence, insofar as such negligence relates to the breach of material contractual obligations (cardinal obligations), but limited in amount to the objectively foreseeable damage. This exclusion of liability shall not apply in situations arising from negligent or grossly negligent conduct resulting in injury to life and limb.

(5) The customer is obliged to ensure sufficient insurance coverage for his vehicle before participating in the event. The race track vehicle used by the customer must be in good technical condition. The customer has to take care of this himself. Team Dannhoff GmbH does not carry out any technical inspections.

## **11. image rights**

(1) By participating in an event organized by Team Dannhoff GmbH, the customer and any accompanying persons declare their consent in accordance with Section 22 of the German Copyright Act (Urheberrechtsgesetz - UrhG) that any image materials taken during the event may be published by Team Dannhoff GmbH for commercial use within the scope of its internet presence <https://www.team-dannhoff.de>, its social media presence and for flyers, posters and magazines, etc.

(2) The routes may be under video surveillance by the operator. As a matter of principle, these recordings are only released within the scope of legal obligations (e.g. to law enforcement agencies).

(3) Commercial use of image materials by a customer, which were produced at the event, is not permitted without the express written consent of Team Dannhoff GmbH.

## **12. data protection**

(1) Team Dannhoff GmbH collects data of the customer in the context of the processing of contracts. The regulations of the Federal Data Protection Act and the Teleservices Data Protection Act are observed. Without the customer's consent, Team Dannhoff GmbH will only collect, process or use the customer's inventory and usage data to the extent that this is necessary for the processing of the contractual relationship and for the use and billing of teleservices.

(2) Team Dannhoff GmbH hereby assures that customer data will not be passed on to third parties unless Team Dannhoff GmbH is legally obligated to do so or expressly authorized to do so by the customer.

(3) The customer has the right to receive, upon request and at any time and free of charge, information about the personal data processed by Team Dannhoff GmbH that concerns you within the scope of Art. 15 DSGVO.

(4) The customer has the right to demand that Team Dannhoff GmbH immediately and free of charge correct the personal data concerning him if it should not be correct (Art. 16 DSGVO).

(5) The customer also has the right to demand immediate and free deletion ("right to be forgotten") of the personal data relating to him/her if the legal grounds pursuant to Article 17 of the DSGVO exist. This is the case, for example, if the data is no longer required for the original purpose for which it was collected and the customer has declared the revocation of his consent and if there is no other legal basis and overriding reasons (e.g. legal obligations) for the processing of his data.

(6) The customer has the right to demand the restriction of processing free of charge if the conditions are met and in accordance with Art. 18 DSGVO. The restriction of processing may be required in particular if the processing is unlawful and the data subject refuses the erasure of the personal data and instead requests the restriction of the use of the personal data. Furthermore, the restriction of processing may be required in the event that the data subject objects to the processing pursuant to Article 21 (1) of the DSGVO and it is not yet clear whether legitimate grounds of Team Dannhoff GmbH for the processing override the customer's interests.

(7) The customer also has the right to data portability in accordance with Art. 20 DSGVO. This is the right to receive the data concerning him and available to Team Dannhoff in a common, structured and machine-readable format and to transfer this data to another responsible party, such as another service provider. This requires that the processing is based on consent or on a contract and is carried out by means of automated processes.

### **(8) Right of objection**

**In particular, you have the right to object at any time on grounds relating to your particular situation to the processing of personal data relating to you which is carried out, inter alia, on the basis of Article 6(1)(e) or (f) DSGVO, in accordance with Article 21 DSGVO. If you have exercised your right to object, we will stop processing your**

**personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or in the event that the processing serves the assertion, exercise or defense of legal claims. To exercise your right to object, please contact us by email at [info@team-Dannhoff.de](mailto:info@team-Dannhoff.de).**

(9) The customer has the right to complain to the supervisory authorities for data protection responsible for Team Dannhoff GmbH if the customer should be of the opinion that the processing of personal data concerning him by Team Dannhoff GmbH is unlawful. The contact details of the supervisory authorities responsible for Team Dannhoff GmbH are as follows:

**State Commissioner for Data Protection and Freedom of Information of North Rhine-Westphalia**

Kavalleriestr. 2-4

40213 Düsseldorf

Tel.: +49 (0) 211 / 38 424-0

Fax: +49 (0) 211 / 38 424-10

Email: [poststelle@ldi.nrw.de](mailto:poststelle@ldi.nrw.de)

### **13 Applicable law and place of jurisdiction**

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

(2) The place of jurisdiction for all disputes arising from the contractual relationship between the customer and Team Dannhoff GmbH is Bielefeld. In addition, Team Dannhoff GmbH is also entitled to call upon another court with jurisdiction according to the ZPO (German Code of Civil Procedure).

(3) These General Terms and Conditions shall remain effective in their remaining parts even if individual provisions are legally invalid.