

Terms & Conditions

1. General Information:

Get Your Way GmbH (Tour operator) provides the following services:

- Luxury Sports Car as selected for every driver
- Gasoline
- Accommodation as specified
- Venues, meals and beverages as specified
- Local taxes
- Insurance for vehicles in excess of Euro 1,500,-
- Transportation service from and to the nearest Airport of the tour
- English speaking tour guide
- Travel documents
- All prices are all inclusive

- 1.1 **Accommodations:** Deluxe and/or First Class Hotels throughout providing single bedded rooms with bath and/or shower. Each trip participant electing double occupancy room accommodations will pay a reduced tour price of € 150,- per night.
- 1.2 **Transportation:** All transfers from and to the airport and between hotels and event venues are included as specified in the itinerary (subject to change without notice).
All provided luxury sports cars are Self-drive vehicles which are provided by other vendors. Selected models are subject to availability. In case an equal category of luxury sports car will be provided. The Company reserves the right to select the vendor and to make reservations based on a supplier's availability at the time of the trip. Each trip participant who is planning to drive will be required to sign a separate liability waiver provided by the Company. By accepting the vehicle made available to you through the services of the Company, you acknowledge your awareness that YOU MAY HAVE THE OPPORTUNITY TO DRIVE AT SPEEDS FAR IN EXCESS OF THOSE ALLOWED IN THE UNITED STATES OR WITH WHICH YOU HAVE NO PRIOR EXPERIENCE OR FAMILIARITY, AND YOU THEREFORE ACCEPT SOLE RESPONSIBILITY FOR ANY CONSEQUENCES THAT MAY OCCUR AS A RESULT OF YOUR DRIVING SUCH VEHICLE DURING THE TRIP. Each driver has sole responsibility when violating traffic laws.
- 1.3 **Air Transportation:** Air Transportation is NOT included in the trip price. Please refer to the individual airlines for their general terms and conditions. Upon request, the Company will assist you with your airline reservations.
- 1.4 **Venues and Meals:** As specified in the itinerary (subject to change without notice). The services of English-speaking trip directors and drive guides, as applicable, will be provided. European breakfasts, luncheons, dinners or banquets and other events as specified in the itinerary are all included (subject to change without notice). No alcohol is served at lunch during the driving days. Alcoholic beverages are not included in dinners except for the last dinner of the trip.
- 1.5 **Driving License:** The participants must be at least 25 years of age and the driving license must have been issued at least 3 years ago. All participants must bring a valid driving license and a valid passport with them to the event. The following driving licenses are accepted:
- National driving license issued in English or German
- International driving license together with national driving license
the participants need two valid internationally accepted credit card(s) or one valid internationally accepted golden credit card. The participant must bring the credit card(s) to the event.
- 1.6 **Insurance:** We recommend that you arrange adequate baggage insurance, medical insurance, accidental travel insurance and third-party liability insurance. Such insurances are not included in the tour price. Sports car vehicles are fully insured with a participant's responsibility for up to the first €1,500.00 in damages.
- 1.7 **Support and Assistance:** English speaking tour personal will guide you for the whole tour.
- 1.8 The recipient of the travel documents is obliged to check the documents received immediately to ensure they are correct (name, travel data, destination, etc.) and to notify the issuer immediately in the event of an error.

2. Registration, Tour Confirmation:

Your travel registration represents your consent to a binding contract with the tour operator. The travel contract is effective upon confirmation of the travel package by the tour operator.

- 2.1 Insofar as the person making the travel tour reservation expressly stipulates that he or she will be held liable for any and all contractual obligations in the part of other persons stated in the reservation, he or she will be held liable for any and all claims addressed to these persons in addition to these other persons' liability.
- 2.2 Insofar as the tour confirmation deviates from the registration made at a prior date, we shall make express reference to such changes in the confirmation document. We shall be bound by this new offer for a period of 10 days. The contract shall be effective based on this new offer upon receipt of your consent or payment within 10 days.
- 2.3 Advance registrations are registrations for travel tours in the coming season not yet advertised. They shall be processed in order of receipt by mail and converted into actual reservations as soon as the announcement of the tours for the relevant seasons are published in the internet. Reservations may only be considered within the limit of tour and space availability. Your rights under clause 2.2. of these terms and conditions shall not be affected.

3. Payment

- 3.1 Upon concluding the agreement, the deposit of 30% of the total price becomes due when you receive the confirmation. The remaining balance must be paid 45 days before the departure date (see sub-sections 2.3 and 2.5.3). No reminders will be sent. Different cancellation conditions shall apply to the tour price: In the case of registrations made less than 45 days prior the beginning of the tour, the full tour price shall become payable immediately upon receipt of the tour confirmation and reservation guaranteed voucher.
- 3.2 Payment of both the deposit and balance must be made to GET YOUR WAY following issue of the reservation guaranteed voucher, and no later than upon receipt of the respective travel documents.
- 3.3 If the tour price has not been paid in full by the time the tour commences, GET YOUR WAY may declare the contract null and void after issuing a reminder and stipulating a deadline for final payment. Notice of cancellation does not have to be provided. If the contract is not declared null and void, GET YOUR WAY is entitled to charge interest on the outstanding amount in accordance with Article 288, Section 1 of the BGB (German Civil Code). If the travel has been booked by a company, GET YOUR WAY is entitled to charge the company interest on the outstanding amount from the date of departure, without having to issue a reminder, in accordance with Article 288, Section 2 of the BGB (German Civil Code).
- 3.4 Payments to the account of GET YOUR WAY can only be made in Euros. In the case of direct debiting the Tour Operator will need details of your bank account, your address or, if appropriate, the address for sending the travel documents as well as your written authorization to charge your account.
- 3.5 You may also pay for your vacation by credit card. In this case you must enter the details of your credit card on the booking form. The Tour Operator will also need your address or, where relevant, the address of the person who will be receiving the documents, as well as your authorization to charge your current account via the credit card.

4. Amendments to Services and Prices

- 4.1 Any changes in or deviations from individual vacation services specified in the original travel contract that may become necessary after conclusion of the contract and are not due to actions on the part of the Tour Operator involving a breach of good faith are permissible only to the extent that they are of minor significance and do not impair the overall nature of the vacation booked.
- 4.2 After conclusion of the vacation contract, if there is a hike in transport costs or duties levied for certain services the Tour Operator reserves the right to change the vacation price agreed on in the contract on the basis below:
If transport costs, in particular, fuel costs, rise above the costs at the time of concluding the contract, the Tour Operator can increase the price of the trip according to the following formula: a) In the case of cost increases charged to the Tour Operator on a seat basis, the Tour Operator can charge the traveler the relevant increase. b) In other cases the additional transport costs charged by the transport provider per means of transport are divided by the number of seats for the contractual means of transport. The Tour

- Operator can charge the traveler the resultant increase per seat.
- 4.3 Charging increased costs in accordance with sub-sections 4.2 is only permitted if the interval between conclusion of the vacation contract and the agreed travel date is more than 4 months and the circumstances leading to the increase had not occurred nor could be foreseen before the contract was concluded.
- 4.4 In the case of a retrospective change of the price of the vacation, the Tour Operator shall inform the traveler immediately. Price increases within the last 45 days before start of the vacation are not permitted. In the case of price increases of more than 5%, the traveler is entitled to cancel the contract free of charge or request transfer to another vacation that is at least the equivalent of the vacation in question on the condition that the Tour Operator is able to offer such a vacation to the traveler at no extra cost from his program. The mutual rights and duties referred to in this clause also apply in the case of permitted change to a main vacation service or component.
- 5. Cancellation by the customer**
- 5.1 The customer can cancel his vacation at any time prior to travelling. The date of receipt by the Tour Operator of the notice of cancellation is definitive. We recommend that you submit your cancellation in writing.
The following general cancellation conditions shall apply:
Up to 91 days prior to commencement of the tour, a cancellation charge of 10% of the tour price shall be levied per traveler.
Up to 45 days prior to commencement of the tour: 30% of the tour price.
Up to 15 days prior to commencement of the tour: 50% of the tour price.
Up to 3 days prior to commencement of the tour: 90% of the tour price.
- 5.2 Until the time of departure you the traveler can request that your rights and duties in accordance with the travel contract be assigned to a third person. The Tour Operator must be notified accordingly. The Tour Operator can object to a third person substituting the traveler if the third person does not fulfill the necessary travel requirements or statutory or official regulations or directives prevent his participation. If a third person replaces the booked traveler, the Tour Operator is entitled to charge a flat-rate handling fee of € 50 to cover the associated costs.
- 6. Cancellation by Get your Way**
- 6.1 The Tour Operator can terminate the vacation contract without notice if the traveler continues to misbehave despite proper admonishment by the Tour Operator or is putting 3rd parties at risk by his driving. This also applies if a traveler's conduct grossly violates the terms of the contract to such an extent that immediate termination of the contract is justified. The Tour Operator has the right to retain the price of the vacation. The disruptive traveler shall also bear any extra costs for repatriation. On the other hand, the Tour Operator must make due cost adjustment to take into account the value of any saved expenditures as well as such benefits profited from for components not consumed by the traveler and put to other meaningful use or any refunds received from service providers.
- 6.2 The Tour Operator can cancel the vacation contract up to 5 weeks before departure in the event that the number of persons is not reached in line with the minimum number of participants specified in the relevant description of services and the vacation confirmation. The Tour Operator will of course inform you as early as possible as soon as it becomes apparent that the minimum number of participants will not be reached. The notice of cancellation will be delivered to the traveler immediately and you will be immediately refunded the price paid for the vacation.
- 6.3 In the event of the Tour Operator cancelling the travel contract in line with sub-section 6.2, the traveler is entitled to demand his inclusion in another vacation of at least equal value provided the Tour Operator is able to offer such a vacation from his vacation program to the traveler without burdening the traveler with extra costs. The traveler shall assert this right against the Tour Operator immediately after becoming cognizant of the Tour Operator's notice of cancellation. If the traveler does not exercise his right to participate in a vacation of equal value, he shall be immediately refunded the price paid for the vacation.
- 6.4 We refer you to article 651j BGB in the case of termination of the travel contract due to force majeure. The wording of this article is as follows:
(1) If the trip is substantially impaired, jeopardized or adversely affected as the result of force majeure

not foreseeable when the agreement was entered into, then both the tour operator as well as the traveler may terminate the agreement simply under these provisions.

If the contract is cancelled in line with item (1) above, the provisions of article §651e section 3 clauses 1 and 2, as well as section 4 clause 1 apply. The extra costs for repatriation are shared equally between the parties. In other cases the traveler bears the costs of repatriation.

7. Guarantee / Liability

7.1 Within the scope of due diligence, the tour operator is responsible for:

7.1.1 Careful preparation of the tour;

7.1.2 Careful selection and supervision of the organizations providing the services (e.g.: hotels, restaurants, transport companies etc.)

7.1.3 Accurate description of all travel services indicated in the internet or in the catalogue unless, pursuant to clause 3.1., an amendment to the deals in the catalogue was issued prior to contract closing. However, we shall not be liable for details in brochures or internet presentations relating to hotels, restaurants, locations or ships as we have no influence on the production of said catalogues or internet pages and are unable to ascertain the accuracy of the facts contained therein:

7.1.4. Proper provision of travel services as contractually agreed;

7.1.5. Any fault of persons entrusted with the provision of services.

7.1.6. In addition and without limitation, the tour operator is not responsible for any injury, loss, death, inconvenience, delay or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, sickness, illness, the lack of availability of or access to appropriate medical attention, overbooking or downgrading of accommodation, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. If due to whether, flight schedules or other uncontrollable factors the traveler is required to spend an additional night(s), he or she will be responsible for his or her own hotel, transfer and meal costs. Baggage is entirely at owner's risk.

7.2 Guarantee

The traveler is entitled to the rights under the Reisevertragsgesetz (Travel Tour Contracts Acts), extracts from which are published below, edited for the purpose of improved comprehensibility:

7.2.1 If a travel services is not rendered or not rendered in accordance with the contract, the traveler may, within an appropriate time-limit, ask for remedy. The tour operator may refuse remedy if such remedy entails a disproportionate expense. The tour operator may also affect remedy in a manner in which a replacement service of the same or a higher value is rendered.

7.2.2 The traveler can request a reduction in the tour price on his or her return insofar as travel service during the tour were not rendered as stipulated in the contract and the traveler has not negligently or purposely failed to advise the tour operator, or the party authorized by the tour operator to render these services, of this fault or defect. The amount of the reduction is dependent on the duration of services not rendered in accordance with the contract in proportion to services impeccably rendered.

7.2.3 If a tour is to a significant degree adversely affected by a fault or defect, and the tour operator fails to provide remedy within an appropriate time period, the traveler may terminate the travel contract – in his or her own interest and for reasons of preserving evidence by affidavit – within the framework of legal provisions. The same shall apply if, due to a fault or defect of an important reason which is discernible by us, the traveler cannot reasonably be expected to undertake the tour. Determination of a time-limit for remedy is not required only if adequate remedy is not required is impossible or refused by the tour operator, or if instant termination of the contract is justified by a special interest of the traveler. If the contract is subsequently cancelled, the traveler shall retain the right to be repatriated. He or she shall owe the tour operator that part of the tour price relating to the services utilized if such services were in the traveler's interest.

7.3 Liability

7.3.1 If a deficiency should exist, the traveler is entitled irrespective of reduction in the price of the vacation or termination to claim damages for nonperformance unless the deficiency was caused by circumstances beyond the Tour Operator's control. The traveler can also claim damages for wasted vacation time if the vacation was ruined or seriously impaired.

7.3.2 The Tour Operator's contractual liability for damages other than personal injury is limited to three times

the amount of the price of the vacation as far as the damage suffered by the traveler was not caused by the Tour Operator willfully or through gross negligence. The limitation of the liability to the threefold of the price of the vacation also applies to damage suffered by the traveler other than personal injury for which the Tour Operator's responsibility is solely due to the fault of a service provider.

7.3.3 Compensation claims based on tort Operator for unlawful damages that are not due to willful acts or acts of gross negligence are limited with respect to damage to property to the threefold of the price of the vacation. These maximum liability amounts apply per traveler per vacation. Possible further-going claims related to baggage in accordance with the Montreal Convention remain unaffected by this limitation. The Tour Operator is not liable for interruptions to services, personal injury and damage to property related to services for which the Tour Operator acted merely as agent and only mediated services rendered by an outside party (e.g. excursions, sports events, visits to the theatre, exhibitions, transportation services from and to the advertised places of departure and destinations), if these services were explicitly designated in the vacation description and the booking confirmation as services rendered by an outside party stating the arranging contractual partner so clearly that they are discernible to the customer as not being part of the vacation performance of the Tour Operator. However, the Tour Operator is liable.

7.3.4 Travel representatives are not authorized to admit entitlement to any claims.

Exclusion of claims, limitation and assignment 14.1 All claims on account of the vacation not being provided in accordance with the contract (articles 651c to 651f of the BGB) must be lodged with the Tour Operator within one month. You are recommended to do so in writing.

8. Place of jurisdiction is court of law in Dachau, Germany.