

**These general terms and conditions have been translated on the basis of the original German version. In case of uncertainties, differences or errors, only the original German version is applicable.**

## **Terms and conditions of contract and travel with Swiss Racing for Fun**

### **1. Contract**

#### **1.1 Contracting Parties**

These General Terms and Conditions of Contract and Travel govern the legal relationship between you and Swiss Racing for Fun, a division of Moto-Center Group AG, with regard to the events and services offered.

#### **1.2 Applicability of the terms and conditions**

For travel elements and services, which are only mediated by Swiss Racing for Fun, only the contract and transport conditions of the company carrying out or offering the service apply.

#### **1.3 Subject of the contract**

The contract between you and Swiss Racing for Fun comes into effect with the unconditional acceptance (usually explicit confirmation of registration or invoicing) of your registration by Swiss Racing for Fun. From this point on, the rights and obligations from the contract, including the General Terms and Conditions of Contract and Travel (in the currently valid version), become effective for you and Swiss Racing for Fun.

#### **1.4 Special requests**

Special requests are only subject of the contract if they have been unconditionally approved by Swiss Racing for Fun.

### **2. Prices and terms of payment**

#### **2.1 Prices**

All prices are in EUR unless otherwise noted. The prices are subject to change by Swiss Racing for Fun at any time without prior notice.

#### **2.2 Payment**

Payment for the booked services must be made within 10 days after receiving the explicit confirmation of registration or the invoice date.

#### **2.3 Short term booking**

For bookings made less than 30 days before the start of the event, payment must be made immediately upon receipt of the explicit confirmation of registration or the invoice.

#### **2.4. Default of payment**

If payment is not made in time according to points 2.2 and 2.3, Swiss Racing for Fun can refuse the service and claim costs according to points 3.2/3.3.

### **3. Change or cancellation of the booking**

#### **3.1 General information**

If you cancel a trip or wish to change your booking, you must inform Swiss Racing for Fun immediately.

#### **3.2 Processing fees**

In case of cancellation or change of your booking, we will charge CHF 100.00 per order as a processing fee, regardless of the cancellation costs (see also point 3.3.)

#### **3.3 Cancellation costs**

If you cancel your booking before the event begins, the following cancellation fees will be charged in addition to the processing fees (Section 3.2.):

- Up to 31 days prior to the start of the event 20%.
- Between 30 days before the start of the event and the start of the event 100%
- Flights are always 100% owed after confirmation of the booking.

In case of a corresponding note in the invitation to tender, rules deviating from the preceding regulations may be applicable. Relevant for the calculation of the cancellation costs is the arrival of your declaration at Swiss Racing for Fun.

### **3.4 Travel and Cancellation Costs Insurance**

Travel and Cancellation Cost Insurance is not included in our offers. The conclusion of an appropriate insurance is mandatory for the participation in our events. The participant confirms at the time of booking to have a Travel and Cancellation Cost Insurance for the entire period of the event. In the absence of a Travel and Cancellation Cost Insurance, Swiss Racing for Fun is not liable for any costs. We recommend that you also check your insurance coverage in case of accident, illness etc.

### **4. Changes in Program and Price**

#### **4.1 Changes before conclusion of the contract**

Swiss Racing for Fun expressly reserves the right to change tenders and prices at any time.

#### **4.2 Changes in price after conclusion of the contract**

Contractually or legally permissible price changes of third parties necessary for the trip or event (e.g. changes in the tariffs of transport companies, new or increased fees and taxes) or costs for the execution of the trip or event that were unknown at the time of the conclusion of the contract can be passed on to you. If the price increase occurs before the start of the event and exceeds 20% of the originally agreed price, you are entitled to the rights mentioned in section 4.4.

#### **4.3 Changes in program before or after the start of the event**

Swiss Racing for Fun also reserves the right to change the program or individual agreed services (such as accommodation, transport, daily program, etc.) at short notice, if this should be necessary.

Swiss Racing for Fun will make every effort to offer you equivalent replacement services. Such a change does not entitle you to a refund of part or all of the booked services.

#### **4.4 Changes in prices or program after conclusion of the contract**

If a change in the program or a modification of an essential point of the contract before the start of the event leads to a price increase of more than 20% of the original agreed price, you have the right to withdraw from the contract within five days of receiving our notification. You will only receive a refund of the price already paid. Further claims are excluded. In case of a program change after the beginning of the event, we will refund the costs for the cancelled services as far as the costs do not arise for us either.

### **5. Cancellation of the booking, cancellation of the event by Swiss Racing for Fun**

#### **5.1 Cancellation of the booking**

Swiss Racing for Fun has the right to refuse a guest the participation in an event, if the guest gives reason to do so by actions or omissions. Any services not received will be refunded to the guest, deducting the fees according to section 3.2, provided that the costs Swiss Racing for Fun is not charged by the service provider. Further claims are expressly excluded.

#### **5.2 Minimum number of participants**

For all events offered by Swiss Racing for Fun a minimum number of participants is required. If the minimum number of participants is not reached, Swiss Racing for Fun can cancel the event at the latest two weeks before the specified start date. Already paid services will be refunded. Further claims are expressly excluded.

### **5.3 Force majeure, strikes, official orders, military conflicts, pandemic**

In case of force majeure (e.g. natural disasters, political disorders), official measures, strikes, health risks (e.g. pandemic, epidemic) etc., and Swiss Racing for Fun cannot guarantee the safe execution or continuation of an event, it can be cancelled or stopped at an early stage. Swiss Racing for Fun has the right to deduct from your refund any costs and expenses incurred before the cancellation or discontinuation. Any further claims or claims for compensation are explicitly excluded.

### **5.4. Cancellation of the event for other reasons**

Swiss Racing for Fun is entitled to cancel an event for other reasons, even at short notice, especially if an essential element of the trip or event is not available for the intended period of time due to contractual or legal obligations (e.g. contractually agreed cancellation of a reservation). Should this be the case, you will be informed as soon as possible. Already paid services will be refunded. Further claims are expressly excluded.

### **6. Terminating your participation during the event**

If for any reason you should prematurely discontinue your participation in the event, no refund will be made.

### **7. If you have something to complain about**

If the trip does not correspond to the contractual agreement or if you suffer a damage, you are entitled and obliged to report this defect or damage immediately to Swiss Racing for Fun and to request corrective action. Swiss Racing for Fun or the service provider will do their best to correct the problem within a reasonable period of time.

#### **7.1 Notification of defects and claims for damages**

If you want to claim for defects or damages against Swiss Racing for Fun, you must notify Swiss Racing for Fun in writing within 30 days after the end of the event. The date of receipt by Swiss Racing for Fun is relevant. Your complaint must be accompanied by any evidence.

### **8. Liability of Swiss Racing for Fun**

#### **8.1 General information**

The liability of Swiss Racing for Fun as organizer is, as far as it does not concern claims from unauthorized action, limited to the compensation of the liability insurance taken out in favor of the organizer or to the amount of the particular service and only includes the direct damage from the incorrect provision or the failure of the agreed service.

The participant/driver is fully aware of the dangers of using a race track. He accepts that there are several vehicles on the race track at the same time and drives at his own risk and peril. He is obliged to behave carefully and considerately towards other users. The driver is solely responsible under civil and criminal law for all damage caused by him, his auxiliary persons or his vehicle.

#### **8.2 Waiver of liability**

The driver/participant expressly waives the right to claim compensation from the organizer, its functionaries and agents, the owner of the training track, its employees and assistants as well as drivers, owners and assistants of other participating vehicles for personal injury or property damage arising from the use of a service, in particular the use of the racetrack. The waiver of liability does not apply to damages resulting from injury to life, body or health due to an intentional or negligent breach of duty or other damages due to an intentional or grossly negligent breach of duty.

#### **8.3 Exclusion of liability**

The liability of the organizer for damages due to force majeure, war, riots, strikes, natural disasters, etc., accidents or defects in means of transport, sovereign orders, pandemic, epidemic or other incidents, which are similar in their effects to the above

examples, is excluded. For transport companies, hoteliers, car rental companies, third party organisers etc. the organizer acts solely as an intermediary. These companies are liable in accordance with their own liability regulations on their own responsibility towards the customer and the customer has to assert his claims directly with the company responsible for the damage, a liability of the organizer is excluded in any case.

### **9. Entry, visa and health regulations**

The participant is responsible for compliance with the passport, visa, customs, currency and health regulations valid at the time of travel and with the terms and conditions of the companies involved.

### **10. Data protection**

The customer agrees that Swiss Racing for Fun is allowed to store, evaluate and process the transmitted personal data for the provision of the contractual service. As far as necessary for the provision of the contractual service or required by law, Swiss Racing for Fun is also entitled to pass on personal data to third parties (e.g. race tracks, transport companies, subcontractors, authorities, insurance companies). The personal data of the customer will not be made available to other third parties. By sending a message to Swiss Racing for Fun, the customer can request information about the data stored by Swiss Racing for Fun at any time, as well as the correction or deletion of the same, as far as no mandatory legal provisions prevent this.

### **11. Consent to advertising and market research**

The customer agrees that Swiss Racing for Fun as well as companies of Moto-Center Group AG may store, evaluate and process the transmitted personal data for marketing and market research measures for products or services of Moto-Center Group AG. Swiss Racing for Fun and other companies of Moto-Center Group AG are allowed to contact the customer directly for customer service and marketing purposes. By sending a message to Swiss Racing for Fun, the customer may at any time revoke his consent for the use of personal data for the future.

### **12. Applicable law and place of jurisdiction**

**The legal relationship between you and Swiss Racing for Fun is exclusively subject to Swiss law. Place of performance and exclusive jurisdiction is 3613 Steffisburg (Switzerland).**

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