

General Terms of Sale of Participation in driving experiences

Preamble

The Automobile Club de l'Ouest (referred to below as « l'ACO »), a non-profit association, with the head office at Circuit des 24 Heures, 72019 Le Mans Cedex 2, is the creator and organiser of numerous sporting events such as the 24 Hours of Le Mans and is, in this respect, specialised in the organisation of events connected with motorsports.

Porsche France entrusted the ACO with the management, the organisation and the administration of its driving school referred to as « Porsche Track Experience ».

1 Purpose

The present general terms are concluded between the ACO and any person who would like to order a driving activity such as a training course, a hot lap, a off road experience or a "brunch and drive" (hereinafter the "Driving Experience") and/or any natural person participating to a Driving Experience organised by the ACO as part of the driving school « Porsche Track Experience » (referred to below as « the Client » or « the Participant »).

The order and the participation in a Driving Experience imply the irrevocable compliance of the Client and/or the Participant with the present general terms. The general terms may be modified, but the terms which apply are those in effect on the website <https://porsche-experience-center.fr/driving-experience> at the date when the order was placed by the Client.

2 Order

The order can be placed by contacting the sales department of « Porsche Track Experience », by phone or by email.

It can also be made on the website <https://porsche-experience-center.fr/driving-experience>

The Client chooses the type of Driving Experience as well as the date he wishes to reserve and fills in, on-line, the information required, or during an order by phone or by email, completes the information sheet sent by the ACO, then downloads and attaches the requested documents (copy of driving license - as set out in article 6.1 of the present general terms - and a current ID card and if necessary a copy of the registration certificate of the personal vehicle and the proof of insurance).

The order will be considered as firm and final once the ACO has received the full amount of the entry fees of the Driving Experience(s).

In the event of an undated provision of service (gift voucher), the validity of the voucher is six (6) months from the date of purchase.

3 Price and payment

3.1 Price

The prices include the provisions of service the details of which are given in the description of each Driving Experience.

All prices are given in Euros and including all taxes.

3.2 Payment

The ACO accepts the following methods of payment :

- By cheque : made out to the ACO and sent upon receipt of the invoice. on condition that the cheque is issued by a bank domiciled in France and denominated in Euros.

- By bank transfer.

- By credit card: all French credit cards are accepted as well as Eurocard/MasterCard, Visa International and American Express.

3.3 Payment security

When a payment is made online, it is done via a secure payment system. The Client's entering of his credit card number, the expiry date and the 3 numbers of the card security code takes place within a secure payment zone in which data is encrypted. Therefore, for purposes of optimal security level, at no time these bank details will be accessible to third parties.

4 Period of withdrawal

The Client having ordered by means of the website, by telephone or by email will benefit from the right of withdrawal of 14 days as provided by the legislation and this starting from the acceptance of the service offer. Before expiry of the withdrawal period, the Client must send the withdrawal form completed in full and signed (provided following the present general terms) to the ACO or any other writing expressing his wish to withdraw. The Client will then be refunded at the latest 14 days following the date of the information given to the ACO about his decision of withdrawal, unless a delay is justified. However, this right of withdrawal cannot be exercised anymore if the setting up for the provision of service has already started before the expiry of the period of withdrawal provided for it by the law.

5 Postponement / Cancellation / Force majeure

Any request of postponement of the date has to be received at least 30 days before the beginning of the Driving Experience by registered letter with acknowledgement of receipt by the ACO - « Porsche Track Experience », sent to the address provided on the top of the present general terms. After this period, no postponement can be accepted and no registration fee will be reimbursed. Only one request of postponement can be made.

The ACO reserves the right to postpone or to cancel the Driving Experience in the event of technical, safety or organisational problems provided they are duly justified. In this case the Client will get the registration fees reimbursed in full with the exception of any other compensation whatsoever.

Upon the occurrence of an event of force majeure as defined in article 1218 of the Civil Code, thus preventing the Client or the ACO to carry out their obligations, the fulfilment of those obligations will automatically be suspended, unless the delay resulting from this impediment does not justify the cancellation of the contract. In the event of a final impediment, the contract will automatically be terminated and the parties will be released from their obligations, without giving them the right to receive any compensation whatsoever.

In this respect, weather conditions, which could prevent the ACO from carrying out its provision of service safely, are considered as a case of force majeure and thus suspending the ACO's obligations and justifying the automatic cancellation of the contract and without compensation. In the case where the ACO might be obliged to interrupt the provision of service and thus shorten the length to less than

2/3 of the time of the activity, it will reimburse the Client the amount of the service he could not benefit from on a prorata temporis basis.

It is understood that weather conditions are not considered as a case of force majeure, which might allow the Client a free cancellation of his reservation.

6 Participation in Driving Experience

The Driving Experience will take place mainly on the Maison Blanche and Bugatti Circuits of Le Mans (72). However, the courses may take place on other circuits in France depending on the schedule of Porsche Track Experience.

6.1 Minimum ages

Participants in courses must hold a valid driving licence for private passenger cars. The presentation of this driving licence will imperatively be requested on the day the Driving Experience takes place. If the Participant holds a driving licence obtained outside the European Economic Area (EEA) or a British licence issued after 31 December 2020, an international licence and/or an official translation in French is required in addition to the foreign licence. The original of these documents and the original of the foreign licence must be presented on the day of the Driving Experience.

In the event of failure to present this driving licence and/or this documents, the ACO will cancel participation of the person(s) concerned and the Client may not claim reimbursement of the Driving Experience.

The hot lap activity on a circuit, as a passenger, is accessible for over 16-year olds.

6.2 Schedules

The Participant agrees to strictly respect the schedules defined for the realisation of each Driving Experience on the track. Any delay will result in a shortening of the driving time or of the length of the planned session.

For information, the schedules to access the driving activities on the circuit are as follows:

9.00 a.m. to 11.55 a.m. and 2.00 p.m. to 5.55 p.m.

6.3 Safety conditions

The Participant will have to comply with all the safety rules in relation to this activity and with the guidelines of the track provided by the ACO during a mandatory safety briefing, as well as with all the instructions given by the instructors during the training course. The maximum speed will be set by the instructors during each session and will absolutely have to be respected. Wearing trousers and closed shoes, without heels is mandatory.

The Participant is advised that he must not have any medical condition prohibiting him from sporty driving on circuits, nor being on treatment with side effects or contraindications with the driving of a vehicle. The Participant is also informed that the consumption of alcohol, drugs or any other substance in contraindication with car driving is strictly forbidden. Porsche France and/or the ACO reserves the right to control, at any moment, the blood alcohol level of the participants with a breathalyzer. If the Participant refuses to consent to the control or if his blood alcohol level exceeds 0g/L of alcohol in blood, Porsche France and/or the ACO reserves the right to forbid the Participant to take part in the Driving Experience and no reimbursement, even partial, will be made.

The head of the track reserves the right to refuse access to the track to any person showing incompatible behaviour with the planned activity. The disposal of the track may be cancelled or interrupted at any moment if the safety conditions are not met and for any reason whatsoever.

Any failure to comply with the safety obligations or with the guidelines of the track will be subject to warning by the responsible instructor of the Driving Experience, moreover entitled, to exclude the Participant immediately, as well as from any later participation.

In the case of non-compliance with safety instructions by the Participant, the ACO will not be held liable.

The Participant takes a Driving Experience at his own risk. He accepts to waive any right of recourse against the ACO, Porsche France and its network as well as against Porsche AG.

For safety reasons, the ACO does not allow children under 16 (excluding for activities on dual control's cars) and pets to enter the circuit.

6.4 Participation in a course with a personal vehicle

The Client and/or the Participant is (are) advised that in case of a participation in a course with a personal Porsche, this vehicle has to be equipped with an exhaust pipe with a silencer, meeting the current requirements of the legislation regarding public roads. Any vehicle with a free exhaust or having a sound level that is too high, and that left to the free appreciation of the head of track, may be refused access. In any case, any vehicle the sound level of which measured by the ACO is over 100 db (measures taken according to the technical regulations of the FIA) will be refused access to the track.

The Client and/or the Participant certify(ies) that the maintenance of the personal vehicle used during the driving course is up-to-date, that its bodywork and mechanical condition allows an activity on the circuit. Any vehicle the mechanical condition of which does not allow doing the course safely will be denied access to the track. The Client and/or the Participant cannot hold the ACO, Porsche France and/or instructors responsible in the case of a problem of any kind on that vehicle that might prevent him/them to participate in the full or in part of the course.

6.5 General Terms of Participation for people with disabilities

Any person with disabilities who would like to participate in a driving course in his/her private car has to provide a car registration document with the notice "handicap" in section J3. It is also mandatory to present a medical certificate provided by a doctor of the prefectural medical commission as well as a driving licence.

In the event that the course should be carried out in a car of the Porsche Track Experience fleet (Porsche 911 equipped with a DARIOS system developed by the company KEMPF), the client will have to certify that he is able to drive in compliance with the decree of 31/08/2010 (art. 412-6 of the Highway Code). It is mandatory to present a medical certificate provided by a doctor of the prefectural medical commission as well as a driving licence.

Any person with disabilities who would like to participate in a hot lap has to provide a medical certificate establishing that the Participant has no contraindication with the practice of high-speed hot laps.

7 Breaches of the Highway Code

In the event of the use of vehicles put at the Participant's disposal by the ACO, the Participant will be held responsible for any breach of the Highway Code in which this vehicle is involved. The Participant, who is responsible for the infringement, will bear all the legal and financial consequences and therefore accepts to pay the fines of the corresponding tickets as soon as they are due for payment.

8 Insurances

- 8.1 Porsche vehicles put at the disposal by the ACO are insured for "damage to vehicles" with an excess of € 2,500 per accident to be borne by the Client and/or Participant in the case of deterioration of the vehicle. The Client or Participant must provide a deposit cheque for 2,500 euros on the day of the track activity. This cheque will be returned to the Customer or Participant at the end of the Driving Experience in the absence of a claim on the vehicle. Otherwise, the cheque will be cashed by the ACO. If the amount of repairs resulting from the loss is less than the amount of the cheque, the ACO will refund the difference to the Customer or Participant.
- 8.2 In the case of participation in the course with a personal vehicle, the Client and/or Participant commit(s) to having taken out civil liability insurance, including for driving activity on circuits, covering all material, intangible and bodily damage that may be caused to a third party. He/They have to provide the ACO with the copy of such insurance. Besides, the Client and/or Participant is/are informed about the usefulness of taking out insurance for damage of personal vehicles.
- 8.3 The Participant is informed and has taken note of the provisions in article L.321-4 of the Sport's Code, reminded hereafter: « **Sporting associations and federations are bound to inform their members about the usefulness of taking out personal insurance covering bodily damage their practice of sport may expose them to** ». The Participant is automatically entitled to a « **personal accident insurance** » covering bodily damage the practice of sport may expose him to (subject to the conditions and limitations of the insurance contract). The Participant is also informed of the interest of taking out, with the insurer of his choice, any additional guarantee that he deem necessary.

9 Protection of personal data

Porsche France, considered as a controller according to Regulation (EU) 2016/679 (GDPR), processes the Client and/or the Participant personal data (especially identification – name and surname – and contact data). These data will be used only by companies belonging to the Porsche group* [* Dr. Ing. h.c. F. Porsche AG (Porscheplatz 1 – 70435 Stuttgart – Allemagne) ; Porsche France SAS (25/29, quai Aulagnier – 92600 Asnières-sur-Seine – France) ; Porsche Financial Services GmbH (Porschestraße 1. D – 74304 Bietigheim-Bissingen – Allemagne) ; Porsche Financial Services France SAS (25/29, quai Aulagnier – 92600 Asnières-sur-Seine – France) and Porsche Smart Mobility GmbH (Porscheplatz 1 – 70435 Stuttgart – Allemagne)] and to the official Porsche network (composed of certified importers and distributors – Porsche Center – and certified repair shops – Porsche Service Center), as well as, upon express agreement, by its subcontractors and partners (ACO, IEVENT, Driving Evolution, Viga, Valentin BLOIS) on behalf of the Porsche group and/or of the official Porsche network for marketing purposes, surveys and to make them profit from information about products and services offered by the Porsche group and/or the Automobile Club de l'Ouest. Therefore, the Client and/or the Participant have the right of access, rectification, opposition, suppression, limitation of treatment, data portability but also to define the fate of his personal data in case of death. The Client and/or the Participant are informed that they have the right, at any time, to revoke their consent without having to provide any justification.

To exercise these rights, the Client and/or the Participant have to address a formal letter to Porsche France SAS (Direction Marketing, 25/29, quai Aulagnier CS 30038, 92665 Asnières-sur-Seine cedex), or an email to this effect at the following address: rgpd@porsche.fr. A proof of identity can be requested in case of reasonable doubt. In addition, the Client and/or Participant have the right to lodge a complaint with a supervisory authority ("Commission Nationale Informatique et Libertés" – CNIL).

The Client and/the Participant are informed about an opt-out system « Bloctel », with regard to cold calling where they can register here: <https://conso.bloctel.fr/>

For more information on how their personal data are processed and how to exercise their rights, the Client and/the Participant can consult the privacy policy at www.porsche.com/france/privacy-policy/.

10 Mediation

In the case of dispute regarding the reading, the execution or the termination of the contract, the parties agree to seek, as a priority, an amicable solution. In compliance with the French law in force, the Client and/or the Participant has (have) the possibility to use mediation for consumer disputes regarding a purchase made from the ACO. In accordance with provisions related to mediation, any consumer dispute must be submitted beforehand in writing to "Service Client de l'ACO" (juridique@lemans.org) before any request of mediation. If no amicable solution is found, the Client and/or Participant can refer to MEDICYS via www.medicys.fr.

11 Applicable law, jurisdiction

This contract shall be governed in all respects by French law. Any dispute regarding its reading, its execution or its termination that might have been solved in an amicable way will be submitted to the competent Court of Le Mans

WITHDRAWAL FORM

For the attention of the AUTOMOBILE CLUB DE L'OUEST, Porsche Track Experience, Circuit des 24 Heures 72019 Le Mans
Cedex 2, mail : info@porsche-experience-center.fr

I hereby give notice that I withdraw from the contract of provision of the service below:

Name of the Driving Experience(s) ordered:

Ordered on:

Client's and/or Participant's name(s):

Client's address:

Date:

Signature of the Client (only in the case of paper notice of this form):