



WORLD OF DRIVING

Das Schönste, was Autos tun können!

World of Driving GmbH – Travel terms and conditions

I Scope

1. These general terms and conditions form the basis for travel offers, contract conclusions, and services of World of Driving GmbH (hereinafter "we" / "us" or "tour operator" as appropriate) via our website www.world-of-driving.com.
2. The general terms and conditions in their current version apply. By placing your order, you agree to their applicability.

II Provider and Contract Partner

World of Driving GmbH
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Germany

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Website: www.world-of-driving.com

Register Court: District Court Munich, HRB 272965
Managing Director: Daniel Hofmeier
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III Services

1. World of Driving GmbH organizes accompanied old/youngtimer and sports car trips for self-drivers with provided vehicles, as well as for travel participants with their own old/youngtimer or sports car. The scope of services is described in the travel description or the individualized offer.

2. The vehicles provided by World of Driving GmbH are insured (with a deductible, which the customer/renter must pay in the event of damage).

a) The oldtimers offered on the domain <https://www.world-of-driving.com/oldtimervermietung> are subject to independent rental conditions, which must be confirmed by the renter when renting. In case of damage, the travel management must be informed immediately. The terms of the insurance contract can be viewed by the travel participant at the headquarters of World of Driving GmbH.

b) For the Porsche 911 and Porsche Spyder, which are offered on the domain <https://www.world-of-driving.com/porsche-touren> in connection with corresponding trips, the following additional regulations apply:

- The deductible is a maximum of €5,000 per damage case.
- Before the start of the trip, a deposit of €1,000 must be deposited.
- The customer is obliged to treat and use the provided vehicles with care, consideration, and appropriately. Usage instructions and technical rules (e.g., not using the vehicle with too low oil or coolant levels) must be observed. The provided vehicles are, depending on the year of manufacture, not on the technical level of new vehicles, but are subject to the technical standards of the year of manufacture, especially in the case of oldtimers. This has corresponding consequences for road and operational safety, as well as for the requirements for treatment and the manner in which the vehicles are used. The contract partner is obliged to adjust driving behavior, treatment, and the manner of use to the year of manufacture and the technical conditions of the vehicle.
- When leaving the vehicle, it must be properly locked.
- Smoking is not allowed in the vehicles.
- For the driver, a 0.0 alcohol and drugs limit applies.
- Upon taking over a vehicle, it must be checked for defects and damages in the usual manner. Any defect, damage, or malfunction of the provided vehicle must be reported to the travel management immediately - even if it occurs during use.
- Independent repairs are not allowed without our consent.
- Exterior and interior cleaning are included in the travel price, but in case of heavy soiling, the additional cleaning costs will be charged afterward.
- If it is not possible to provide one of the vehicles due to circumstances beyond our control, we may withdraw with respect to this vehicle until the beginning of the provision period. In this case, the contract partner has no claim against us for compensation for expenses or damages.
- The pick-up and drop-off locations of the vehicles are stated in the respective travel offer.
- Tracking: For security reasons, our vehicles are generally equipped with a "tracker." In case of suspicion or justified clarification of the vehicle's location, we can access the following data: date, time, position. By accepting the rental offer, the renter agrees to this use and, if necessary, the storage of this driving data. In case of willful damage, impairment, or removal of the tracker by the renter, corresponding compensation will be charged.

3. Travel insurance, such as trip cancellation insurance, foreign health insurance, or luggage insurance, is generally not included in the travel price. World of Driving GmbH strongly

recommends that travel participants check for appropriate insurance coverage and, if necessary, obtain it.

IV Scope of the Travel Contract

1. The basis of this offer is the travel description and the supplementary information provided by the tour operator for the respective trip, as far as these are available to the customer at the time of booking.
2. The customer is responsible for all contractual obligations of fellow travelers for whom they make the booking, as for their own.
3. If the content of the tour operator's acceptance declaration differs from the content of the booking, this constitutes a new offer from the tour operator. The contract is concluded on the basis of this new offer if the customer declares acceptance to the tour operator through an express declaration or down payment.
4. For bookings in electronic commerce (e.g., internet), the following applies to the contract conclusion:
 - a) The customer is informed about the procedure of the online booking on the respective website.
 - b) The customer has a corresponding correction option to correct their entries, delete or reset the entire online booking form, whose use is explained.
 - c) By pressing the "book with obligation to pay" button, the customer offers the tour operator a binding conclusion of the travel contract.
 - d) The customer will immediately receive confirmation of the receipt of their booking (travel registration) via electronic means (receipt confirmation).
 - e) The transmission of the booking (travel registration) by pressing the "book with obligation to pay" button does not constitute a claim by the customer to the conclusion of a travel contract corresponding to their booking (travel registration). The contract is concluded upon receipt of the booking confirmation (acceptance declaration) from the tour operator by the customer, which can be done by telephone, email, fax, or in writing. The tour operator generally reserves the right to reject travel applications.
5. Only vehicles aged between 20 and 30 years are permitted to participate in youngtimer trips. Only vehicles with a minimum age of 30 years are permitted to participate in vintage car trips. Only vehicles with a power-to-weight ratio of less than 7kg/PS are permitted to participate in sports car trips (to calculate this, divide the vehicle weight by the engine power). These regulations are not intended to exclude anyone but to ensure a harmonious composition of the travel group. The tour operator reserves the right to make exceptions on a case-by-case basis.

6. Upon acceptance of the travel application by the customer by the tour operator, a deposit of 20% per person of the total travel price for all participating persons becomes due upon issuance of the booking confirmation and the travel price security certificate to the traveler/customer. With the deposit, any premium amounts for additionally concluded cancellation or other insurances are to be paid in full.

The organizer issues an invoice to the traveler, which is to be transferred to the organizer's account by the due date at the latest.

The remaining payment of the travel price is due after the organizer reissues the invoice and against the handover of the travel documents 30 days before the start of the trip and is to be transferred to the account specified in the invoice on time.

If the remaining payment is not made within an automatic grace period of 5 calendar days, the organizer is entitled without further reminder to terminate the travel contract immediately and to retain the deposit as a lump sum compensation for incurred costs and lost profits, as well as to claim further compensation against proof. The customer retains the right to prove that no or significantly lower damage has occurred.

V Withdrawal / Cancellation

1. If the customer withdraws from the trip, regardless of the reason, the following percentage amounts are agreed as non-refundable or are to be paid to the organizer:

- Cancellation of the trip up to and including 121 days before the start of the trip: 25% of the travel price per person
- Cancellation of the trip from 120 days to 31 days before the start of the trip: 50% of the travel price per person
- Cancellation of the trip from 30 days before the start of the trip: 90% of the travel price per person

2. The customer's right to appoint a substitute participant according to § 651 e BGB remains unaffected by the above conditions. However, the customer has no right to changes regarding the travel date, destination, departure location, accommodation, or mode of transport (rebooking) after the conclusion of the contract. Rebooking requests from the customer can only be carried out after withdrawal from the travel contract under the conditions and simultaneous re-registration.

3. If the traveler does not use individual travel services that were properly offered, for reasons attributable to them (e.g., due to early return or other compelling reasons), they have no right to a proportional refund of the travel price.

4. Short-term, organizationally necessary changes or changes due to force majeure and/or strikes are generally possible and do not entitle the traveler to a reduction in the travel price if equivalent replacement is provided. Proven claims for damages remain unaffected.

5. The organizer reserves the right to cancel the trip if there is an insufficient number of participants. In this case, the full amount of the travel price paid so far will be refunded to

the customer without any further claims against the organizer. If the trip is canceled due to a travel warning from the German Foreign Office, the refund of the travel price will be based on German travel law.

6. The World of Driving GmbH may terminate the travel contract for an important reason before the start of the trip and during the trip in compliance with the legal provisions (§ 314 BGB). An important reason may exist, in particular, if the customer's behavior significantly disrupts or endangers the travel process and this cannot be remedied even after a warning. The termination of the travel contract can also be pronounced by the tour guide, who is authorized by World of Driving to do so.

VI Changes in Services

1. Changes to essential travel services from the agreed content of the travel contract that become necessary after the conclusion of the contract and are not brought about by World of Driving in bad faith are permitted only if the changes are not significant and do not affect the overall nature of the trip. Any warranty claims remain unaffected, provided the changed services are defective.

2. The World of Driving GmbH is obligated to inform the customer immediately about significant changes in services after learning of the reason for the change.

3. In the case of a significant change to an essential travel service, the customer is entitled to withdraw from the travel contract free of charge or to demand participation in an equivalent trip if World of Driving is able to offer such a trip from its offer without additional cost to the customer. The customer must assert these rights immediately after the declaration by World of Driving about the change in the travel service or the cancellation of the trip.

VII Obligations of the Traveler

1. If the trip is not provided in accordance with the contract, the traveler can request remedy. However, the traveler is obliged to immediately report any travel defects to World of Driving GmbH. If this is not done culpably, a reduction in the travel price does not apply and the right to claim damages is forfeited. This does not apply if the report is obviously hopeless or is unreasonable for other reasons. The traveler is obliged to promptly inform the tour guide of any defects. The tour guide is tasked with providing a remedy, if possible. However, the tour guide is not authorized to acknowledge claims.
2. If the trip is significantly impaired by a travel defect, the customer can cancel the contract after unsuccessfully giving the tour operator a reasonable period for remedy. This does not apply if it is impossible for World of Driving GmbH to remedy the defect or if it is associated with disproportionate costs considering the extent of the defect and the value of the affected travel service.
3. For damages or delivery delays on flights, the organizer strongly recommends that the damage report be made immediately on-site to the responsible airline. Airlines generally reject refunds if the damage report is not completed. The damage report

must be made within 7 days for baggage damage and within 21 days for delays after delivery. In addition, the loss, damage, or misdirection of travel luggage must be reported to the tour guide.

4. The customer must inform the tour operator if they do not receive the required travel documents within the deadline communicated by the tour operator.

VIII Limitation of Liability

The contractual liability of World of Driving GmbH for damages not resulting from injury to life, body, or health is limited to three times the travel price,

(1) to the extent that a damage of the traveler is not caused intentionally or by gross negligence, or

(2) to the extent that a tour operator is solely responsible for a damage suffered by the traveler due to the fault of a service provider.

The World of Driving team is always happy to provide advice and assistance with technical issues on participants' vehicles, but ultimately the customer decides whether, for example, continuing the trip is possible or if repair attempts should be made on-site. Any resulting damages are the responsibility of the traveler.

Claims that go beyond this, for example under the Montreal Convention or the Air Traffic Act, remain unaffected by this limitation.

IX Assertion of Claims

1. Contractual claims due to non-contractual provision of travel services under §§ 651c to f BGB must be asserted by the traveler against World of Driving GmbH no later than one month after the contractual end of the trip. Only in cases of unavoidable failure to meet the deadline is the assertion of claims possible after the expiration of the deadline.
2. The claims of the customer mentioned in Section XII 1. expire in two years. The limitation period begins on the day the trip should have ended according to the contract.
3. The assertion can be made in a timely manner to World of Driving GmbH at its business address.

X. Responsibility of the Traveler for Passport, Visa, and Health Regulations

1. World of Driving GmbH informs participating nationals of the country in which the trip is offered about the regulations regarding passports, visas, and health requirements, as well as any potential changes before the start of the trip.

2. The traveler is responsible for complying with all regulations necessary for the execution of the trip.
3. All disadvantages, particularly the payment of cancellation costs, arising from non-compliance with these regulations are borne by the traveler, unless they are due to fault of incorrect or insufficient information provided by World of Driving GmbH.

XI. Responsibilities and Liability of the Traveler

1. The booker and their accompanying persons/passengers participate in the trip at their own risk and are liable for all damages caused by themselves or their vehicles, both civilly and criminally. The traffic regulations of the country where the event takes place apply.
2. The booker assures that they are personally and health-wise fit to commence the trip and possess a passport/ID card that is valid for at least 6 months at the start of the trip, as well as a valid EU driving license for cars. Furthermore, their vehicle is adequately registered and insured according to EU regulations.
3. Participation in the event with a vehicle other than the one specified in the booking is not permitted, unless the vehicle meets the age or performance weight limits specified for the event or the organizer has given prior written consent. A breach of this rule constitutes a serious contract violation and entitles the organizer to terminate the travel event contract immediately, resulting in an immediate exclusion from participation. In such a case, the travel price minus saved expenses remains with the organizer as compensation for damages, unless the booker/participant proves that no or significantly lower costs were incurred in connection with the termination of the travel event contract.
4. The traveler undertakes the trip at their own risk. The liability of a traveler driving a World of Driving GmbH vehicle corresponds to the liability the traveler has as the driver of their own or permitted vehicle in public road traffic. The traveler will be briefed on how to handle the vehicles and is responsible for adhering to traffic regulations and all legal requirements. The traveler is liable for self-inflicted damages to World of Driving GmbH vehicles up to the amount of the deductible, while private liability towards third parties remains unaffected.
5. The traveler is fully liable if the damage is caused by intent or gross negligence, or if the damage is due to alcohol or drug-induced impairment, in the case of hit-and-run incidents, or demonstrably improper handling of World of Driving GmbH vehicles.
6. Attendance at the vehicle briefing is mandatory for travelers who will be driving a World of Driving GmbH vehicle. By participating in the trip, the traveler agrees to follow the instructions of the tour guide, especially in the event of a breakdown or accident.
7. For processing fines affecting travelers as drivers, World of Driving GmbH reserves the right to charge a processing fee of €25 per case, regardless of the amount of the fine.

XII. General Provisions/Jurisdiction

1. Oral agreements require written confirmation to be effective.
2. If the traveler is a merchant as defined by the Commercial Code, a legal entity under public law, or a public-law special fund, the exclusive – including international – jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our business location in Puchheim. The same applies if the traveler is an "entrepreneur" as defined by § 14 BGB. However, we are also entitled to file a lawsuit at the general jurisdiction of the traveler. Mandatory statutory provisions, particularly those regarding exclusive jurisdictions, remain unaffected.
3. Consent to the Use of Photo and Film Recordings:

The customer agrees that World of Driving GmbH and its appointed service providers may create, edit, reproduce, distribute, and/or publicly display photo and film recordings, including audio recordings, that depict them in whole or in part during their participation in the event, including for commercial purposes. The customer expressly waives any compensation for this. The customer's right to object to the publication of such recordings remains unaffected.

XIII. Severability Clause

The invalidity of individual provisions of the travel contract or these General Terms and Conditions of Travel does not affect the validity of the entire travel contract.

As of 3 December 2023