



PIRELLI DEUTSCHLAND GmbH

PIRELLI DEUTSCHLAND GmbH
Höchster Straße 48 – 60
64747 Breuberg/Odw.

GENERAL TERMS AND CONDITIONS OF SALE – PZERO EXPERIENCE PACKAGE

Website publication and entry into force date: [●] 31/07/2019

1. Subject

1.1. These general terms and conditions of sale (hereinafter the “**Conditions**”) shall apply to the purchase, by users falling within the definition of “**Consumers**” and of “**Professionals**”, pursuant to the following Clause 1.2, through the website <https://pzeroexperience.pirelli.com/tyres/en-ww/Hockenheimring-2019> (hereinafter the “**Site**”) of one or more packages named “PZERO™ Experience (hereinafter the “**PZERO™ Experience Package**” or the “**PZERO™ Experience Packages**”) which will entitle the Buyer (as defined below) to participate, at the Hockenheim-Ring Circuit (hereinafter the “**Circuit**”) to a day on track with his/her own car having the characteristics indicated on the Site.

The dates available for the use of the PZERO Experience Packages and their descriptions are published on the Site.

1.2. The Website is managed by Pirelli & C.S.p.A and the PZERO™ Experience Packages are offered by Pirelli Deutschland GmbH, with registered office in Höchster Straße 48 - 60 64747 Breuberg/Odw , Germany, Tax cod, Vat No: DE111607952 . (hereinafter “**PIRELLI**”). The parties involved in the purchase of the PZERO™ Experience Packages via the Site shall be PIRELLI Deutschland GmbH, as seller (hereinafter the “**Seller**”) and the party, who purchases the PZERO™ Experience Packages for reasons other than in relation to the profession, business, trade or craft conducted by that party or that of another party (hereinafter the “**Consumer**”), or in relation to the profession, business, trade or craft conducted by that party, (hereinafter the “**Professional**”) as the buyers (the Consumer and the Professional shall individually be referred to as the “**Buyer**” and jointly as the “**Buyers**”). The Seller and the Buyer, as the case may be, shall be referred to jointly as the “**Parties**”.

Pursuant to these Conditions, the Buyer is the registered owner of the PZERO™ Experience Package, who will be the one who will drive the car – as indicated during the registration/purchase - at the Circuit.

1.3. Any communication by the Buyer, in connection with and/or in relation to the purchase of the PZERO™ Experience Packages, including, but not limited to any notifications, claims or requests concerning the purchase and/or delivery of the PZERO™ Experience Packages, etc., shall be made to the addresses and in accordance with the modalities indicated on the Site or to the email address consumer.marketing.car@pirelli.com (hereinafter the “**Customer Service**”).

1.4. All purchases are regulated by the Conditions published on the Site at the time the order is submitted by the Buyer.

1.5. If one or more sales are made to a Professional, the Conditions shall apply but, notwithstanding the provisions of the same:

- a) the Professional will not be recognized any other protections provided herein, in favor of the Consumer, which reflect or comply with mandatory provisions of law;
- b) for disputes between the Seller and a Professional, Articles 12.2 – 12.4 of Conditions, referring to disputes between the Seller and a Consumer shall not apply.

PIRELLI DEUTSCHLAND GmbH
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Amtsgericht Darmstadt, HRB 71623
Steuernummer: 26-07 225 10806
USt.-ID-Nr.: DE111607952

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1.6. When the purchase order is transmitted, the Buyer accepts that confirmation of the information on the order made, and on these Conditions, sent to them via e-mail to the address they provided during registration on the Site, or during the purchase process. The purchase process is described in detail in section 3 below.

1.7. Buyers must be aged 25 or over in order to make purchases of one or more PZERO™ Experience Packages on the Site and have legal capacity.

1.8. The Buyer shall be responsible for any costs incurred to connect to the Site via the internet, including any telephony costs incurred by the Buyer with their service provider.

2. The PZERO™ Experience Packages features and important rules for the access to the Circuit

2.1. The PZERO™ Experiences Packages are sold by the Seller with the features described on the Site and in accordance with the Conditions published on the Site, (T&C, PZERO Experience Regulation etc.) at the time the order is sent by the Buyer, with the exclusion of any other terms or conditions, in particular any general terms and conditions of the buyer.

2.2. The Seller reserves the right to amend all or part of these Conditions, at any moment in time, and as its own discretion without giving any notice to users of the Site. Any amendments shall come into force from the date on which they are published on the Site, but will only apply to orders placed from that date onwards.

2.3. Sales prices, the PZERO™ Experience Packages sold on the Site and/or the characteristics of the same, are subject to change without notice and, therefore, the Seller does not assume any responsibility in the event of changes in the contents of the PZERO™ Experience Package and/or program variations. These changes may go back to third parties, e.g. the racetrack operator. Such changes only apply to orders placed after the date of the contents change. In any case, the Buyer is advised to check the final purchase price, before submitting the order, pursuant to Clause 3 below.

2.4. Users from all over the world can access this Site; however, the PZERO™ Experience Packages, available on the Site, can only be purchased by users who request their execution in Germany.

2.5. The possibility of accessing the Circuit, following the purchase of a PZERO™ Experience Package, will be allowed only to Buyers (i) who are legitimate owners of the cars belonging to a list published by Pirelli on the WEBSITE and who (ii) have a driving license in the course of validity, issued for at least 36 (thirty six) months and not subject to suspension or other sanctioning measures.

The access to the Circuit will not be allowed to people other than the Buyers, nor to cars other than those indicated in the list published by Pirelli.

2.6. The access to the Circuit by each Buyer is subject to the agreement to following documents which can be viewed on the P ZERO Experience website at <https://pzeroexperience.pirelli.com/tyres/en-ww/hockenheimering-2019> :

(i) the unconditional subscription by the Buyer of the indemnity documents that PIRELLI and the car manufacturer McLaren will ask the Buyer to sign and which can be seen here ([Pirelli Waiver Form](#), [McLaren waiver form](#), [Photo & video release form](#));

(ii) the subscription of the PZERO™ Experience regulation, which will be provided by PIRELLI and [which can be seen here](#);

3. PZERO™ Experience Package purchase procedure – Conclusion of each individual purchase contract

3.1. Each order submitted by the Buyer to the Seller via the Site has the value of a contractual proposal and is subject to these Conditions which form an integral part of the purchase order and which the Buyer, by placing the order, fully accepts without any reservation. Before proceeding with the purchase of the PZERO™ Experience Packages by placing an order with the Seller, the Buyer must carefully read and fully accept the Terms and Condition ("Order"). The buyer has the opportunity to print a copy of the conditions at the time of the order and later via <https://pzeroexperience.pirelli.com/tyres/en-ww/hockenheimring-2019> by using the "print" function of his computer, and keep a copy of them for his own records or save.

3.2. A contract to purchase of the PZERO Experience Package is made when the Seller sends an e-mail to the Buyer confirming that the order has been accepted ("Order confirmation") .

3.3. In summary, the process: The contract offer from the buyer (his order) is accepted by the seller through an order confirmation send to the buyer by e-mail. The order confirmation will be sent to the e-mail address provided by the Buyer to the Seller prior the confirm of the purchase. The order confirmation contains again a link to the text of these conditions and all other relevant forms and conditions (as summarized under 2.6), a summary of the order placed including detailed price information and a description of the PZERO Experience Package ordered. The buyer's order, the seller's order confirmation are electronically archived in their IT systems, and the buyer can request copies by sending an e-mail to the customer service.

4. Selection procedure and purchasing of the PZERO™ Experience Packages

4.1. The PZERO™ Experience Packages presented on the Site may be purchased by the Buyer's selection of the PZERO™ Experience Package of interest, and its placement in the virtual purchase basket. One (1) PZERO™ Experience Package may be purchased with each order. Each PZERO™ Experience Package purchased must mandatorily include the Buyer/Driver personally, and, optionally, up to 3 accompanying persons. The name of the Buyer cannot be changed after the purchase and no other person will be permitted to drive the vehicle. During the order process the complete and correct personal data of the accompanying person (s) must be given (see below under 4.3 in detail). Name and person of the buyer and the companion/s cannot be changed after the purchase and above all no other person is allowed to drive the vehicle.

4.2. The Buyer must complete a pre-registration on the dedicated Pirelli sites, providing the personal data required therein. Afterwards the user clicks on "REGISTER". Subsequently, the buyer receives an email in which he clicks "COMPLETE YOUR SUBSCRITPION". By clicking on the button in the email, the buyer arrives at the landing page <https://pzeroexperience.pirelli.com/tyres/en-ww/hockenheimring-2019>

4.3. On this page, the buyer completes his personal data, the details of his vehicle and, if necessary, the personal data of the companion. After selecting the desired tickets and confirming that the companion is at least 5 years old, the buyer clicks on "participate". Afterwards, a screen will be displayed on the website to summarize his order. Here, the buyer must complete his selection with the button "CONFIRM". The order will then be finally sent to the seller and has the effects described in clause 3.2 of these Conditions.

4.4. The buyer will receive a summary of the order to be processed and a guide of the next steps both on the landing page and sent by email, in particular the name of the event "P ZERO Experience" ,the price, the name of the buyer, the Number of accompanying persons of the buyer, if available, the payment requests and bank details. The full invoice amount must be transferred to the following account within 3 working days stating the intended use: First and last name, order number and subject P Zero-Experience:

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BLZ 508 700 05

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IBAN DE31 5087 0005 0011 0577 00

SWIFT-BIC DEUTDEFF508

5. Delivery and use of the PZERO Experience Package

5.1. Upon conclusion of the purchase of the PZERO Experience Package through bank transfer, the Buyer will receive a confirmation e-mail, at the address he/she has indicated, with a pdf attachment (Pass/admission ticket) containing the name of the natural person who owns the PZERO Experience Package (coinciding with the Buyer), who will drive the vehicle at the Circuit, the day of the Event, the number of people accompanying the Buyer, if any, and the model and licence plate of the vehicle authorised to access the track (hereinafter, the **"admission ticket"**).

5.2 To be able to use the PZERO Experience Package, the Buyer must show the Admission ticket at the entry to the Circuit on the day of the Event, and comply with the provisions of clauses 2.5 and 2.6 of these Conditions.

5.3 If the Buyer is absent on the day of the Event, the right to use the PZERO Experience Package will be lost, without possibility of reimbursement.

5.4. The Seller assumes no liability for the content of the PZERO Experience Package(s), which is decided by PIRELLI, and cannot be held liable in any way for any changes to the programme.

6. Prices

6.1. The price of the PZERO Experience Package is the price stated on the website at the time the buyer places the order. The prices include the legal VAT valid at the time of ordering in the Federal Republic of Germany (currently 19%).

6.2 The prices of the PZERO Experience Packages do not include the costs of board and lodging, travel to and from the Circuit, or any costs not expressly specified.

6.3. The Buyer must pay the Seller the total price, as stated in the order and in the order confirmation sent by e-mail from the Seller to the Buyer.

7. Payments– No refund for Force Majeure event

7.1 The payment of the price must be made within 3 working days after sending the order confirmation by the buyer to the account specified in 4.4. The Buyer expressly accepts that the execution of the contract by the Seller will only start after that the amount of the PZERO Experience Package purchased is credited to the current bank account of the Seller. The purchase price must be credited to the account of the seller at least 1 working day before the beginning of the event, otherwise the track will be denied to the Buyer without expiration for the seller to receive the full purchase price (amount) from the Buyer.

7.2. The Seller will promptly transmit to the Buyer, via post to the address provided by the latter, the tax receipt for the purchase made, or an electronic invoice, if requested.

7.3 Should the Event be cancelled due to force majeure, or by a decision of the Circuit, the Buyer will not be entitled to any reimbursement.

8. Exclusion of the withdrawal right – Exclusion of liability

8.1. The buyer cannot exercise the right of withdrawal in accordance with § 312g II No. 1 and in particular § 312g II No. 9 BGB, since the contract for the provision of the service (PZERO Experience on the racetrack) provides a specific date. The exclusive PZERO Experience Packages are also available only to a limited extent, are individualized to the buyer (car choice, etc.) and associated with considerable economic effort for the seller (rental of the track, slot agreement and organization, training organization, etc.) and every order is therefore absolutely binding, too since a replacement of an unused slot is not possible.

8.2 The Seller has no liability for (i) non-receipt by the Buyer of the documentation on the PZERO Experience Package acquired, or due to (ii) non- or partial- utilisation of the PZERO Experience Package due to incorrect information provided by the Purchaser (for example, incorrect e-mail address, incorrect specification of the model and/or licence plate of the vehicle or information regarding the Buyer) or (iii) due to cancellation of the event to which the PZERO Experience Package acquired pertains for reasons not imputable to the Seller.

9. Intellectual Property Rights

9.1. The Buyer acknowledges that he or she is aware that all trademarks, names and other distinctive signs, including - without limitation - the "PIRELLI" letters and logo trademark, the "P ZERO™" trademark as well as any images, photographs, written text or graphics used on the Site or relating to PZERO Experience Packages are and remain the exclusive property of Pirelli & C. S.p.A., Pirelli Tyre S.p.A. or their respective owners, as the case may be (jointly and severally, the "**Owners**"), with no rights arising on the part of the Buyer in relation to the same as a result of access to the Site and/or purchase of the PZERO Experience Packages.

9.2. Unless prior specific consent is granted in writing by the Owners, no contents of the Site can be wholly or partially reproduced, transferred using electronic or conventional means, modified or used for whatever purpose.

10. Personal data of the Buyer and protection of privacy

10.1. To be able to proceed to process the order and to conclude the contract based on these Conditions, some personal information of the Buyer will be requested through the Site, as indicated in Clauses 4.3 and 7. Once the purchase has been completed, the data contained in the Admission Ticket will be transmitted to PIRELLI for the PZERO Experience Package to be used. The Buyer acknowledges that the personal data he/she themselves provides for the purpose of the purchase will be collected and used for the uses indicated in the PIRELLI's Privacy Policy. The Buyer acknowledges that PIRELLI's Privacy Policy regarding the processing of personal data for the purposes of the PZERO Experience Packages is published on the PIRELLI sites in the pre-registration phase and can be viewed here <https://pzzeroexperience.pirelli.com/tyres/en-ww/hockenheimring-2019> (I would like to receive direct marketing emails / messages according to the **privacy policy**)

10.2. The Buyer declares and guarantees that the data provided during the purchasing process are correct and true.

11. Security

11.1. Although the Seller has adopted measures to protect personal data against any loss, falsification, handling, and misuse by third parties, given the technical features and limitations on the protection of

electronic communications over the Internet, the Seller cannot guarantee that the information or data displayed by the Buyer on the Site, even after the Buyer has authenticated access (login), will not be accessible or viewable by unauthorized third parties.

12. Applicable law, conciliation and jurisdiction

12.1 Each purchasing contract entered into between the Seller and the Buyer pursuant to these Conditions shall be governed by and construed in accordance with German Law. In any case, however, the rights reserved to consumers under mandatory statutory provisions, if applicable, are reserved.

12.2 Subject to change

12.3 The Consumer may also access the European Online Dispute Resolution Platform (the European ODR Platform) to settle disputes between him and the seller. The European ODR Platform has been developed and is managed by the European Commission, in accordance with Directive no. 2013/11/EU and Regulation EU no. 524/2013, in order to facilitate an independent, impartial, transparent, efficient, rapid and just resolution of out-of-court disputes relating to contractual obligations arising out of online sale or service contracts between a consumer residing in the European Union and a professional established within the EU, through the intervention of an ADR ("Alternative Dispute Resolution") body, to be selected from a list available thereof

12.4 In the event that the Consumer or the Seller does not adhere to one of the conciliation attempts referred in the preceding paragraph or such attempt has a negative outcome, the dispute shall be deferred to the jurisdiction of the Court where the Consumer has his or her residence or domicile. In the event that the consumer or the seller fails to comply with any of the mediation attempts referred to in the preceding paragraph or if such an attempt leads to a negative result, the dispute shall be referred to the court in whose jurisdiction the consumer is domiciled.

12.5 In case of disputes arising between the Seller and a Professional, the same shall be referred to the exclusive jurisdiction of the Courts of Frankfurt am Main.

Check boxes

- I have read terms of sale *
- I have read PZE Regulation *
- I would like to receive direct marketing emails / messages according to the privacy policy

The fields with the star (*) are mandatory