

## **BMW Driving Experience Terms and Conditions**

### **Release / Indemnity**

By signing this release and indemnity I hereby -

1. Apply to participate in the BMW Driver Training Course ("Course") to be conducted by BMW Australia Limited ("BMW") trading as BMW Driver Training;
2. Acknowledge that driving, particularly under conditions created for training purposes, can be dangerous;
3. Accept all risks of injury, loss, damage or liability arising out of or in any way relating to the Course, including the use or operation of a vehicle during the Course by me, another participant or a member of the BMW Australia personnel, or which might occur at any location at which the Course is conducted whether by my own act or omission or the act or omission of a third party;
4. Release BMW Australia and its affiliated and related companies, its employees, servants, agents, contractors and all persons and companies which sponsor it or the Course and all persons involved in the provision of the Course, from any and all liability for loss, damage or injury caused or contributed to by BMW Australia or in any way arising out of the Course, the use or operation of the vehicle by me or another participant, or my participation in the Course, whether arising directly or indirectly out of negligence or contract or common law or statute law;
5. Acknowledge that during the Course, and whilst at any location at which the Course is conducted, I must follow the directions of the BMW Australia personnel and comply with all requirements of participation determined by BMW Australia, failing which BMW Australia may immediately refuse to allow me to participate in the Course for any non-compliance;
6. Agree to indemnify, and keep indemnified, BMW Australia, its servants, agents, contractors and sponsors from and against all loss, damage, injury or liability (including liability for costs including legal costs) caused by or contributed to by me or in any way arising out of my acts or omissions outside the boundaries set by, or contrary to any instructions of the BMW Australia personnel during or in relation to the Course.
  - By completing and submitting this form I acknowledge that I have read and understood the release and indemnity and agree to be bound by these terms.

### **Course Participant Conditions**

1. Only those participants in possession of a current valid driver's licence permitting the participant to drive the particular vehicle(s) used during the Course (which upon request must be produced) and those for whom the course fee has been paid in full will be entitled to participate in the Course;
2. The participant is, at any time, entitled to withdraw. In case of withdrawal, fees will be refunded as follows:
  - a. 100% if greater than four (4) weeks prior to commencement of the Course;
  - b. 0% if less than four (4) weeks prior to the commencement of the Course.
3. The participant is entitled to reschedule by providing a minimum of five (5) business days' notice to BMW Australia prior to the Course date.
4. The participant's rescheduled date must be within six (6) months of the original booking date. If the participant cannot attend within six (6) months of the original booking date the participant will forego the fees paid to BMW Australia.
5. The participant must confirm their withdrawal in writing to BMW Australia. Time periods as mentioned above refer to the date of receipt of the withdrawal notice by BMW Australia. BMW Australia reserves the right to deduct the Cancellation Fee from the participant's fees already paid;
6. BMW Australia reserves the right to cancel this booking at any time if payment has not been made in full.
7. BMW Australia reserves the right to delay or cancel the Course for any substantial reason (as determined by BMW Australia). In this case any payments made by the participant will be reimbursed. The participant will not be entitled to make any further claims against BMW Australia or its affiliates should BMW Australia cancel or delay the Course.
8. Participants must not take any photographs or video footage from inside any BMW Driver Training vehicle whilst moving or at any time during the Course.
9. Participants must wear the helmet provided by BMW Australia at all times when on the track.
10. Participants attending the Course must adhere to the following dress code requirements for the duration of the Course:
  - a. Participants must wear non-flammable full length pants, for example jeans or cotton pants;
  - b. Participants must wear a non-flammable long sleeve top, for example a cotton shirt or long sleeve cotton top;
  - c. Participants must not wear any clothing consisting of synthetic materials;
11. Participants who fail to adhere to these dress code requirements will not be permitted to participate in track exercises of the Course.
  - I have read and understood the Course Participant Conditions and agree to be bound by these terms.
  - I acknowledge that if I do not adhere to the Course Participant Conditions I will not be permitted to participate in the Course.

If on receipt of these Terms and Conditions you feel that you do not wish to be bound by the Terms and Conditions stated, then please notify us within 5 business days from the date of the booking at which point we will cancel the booking and arrange to refund all money. If no notification is received within 5 business days, then it is deemed that the terms and conditions have been accepted and therefore you will be bound by the terms and conditions of this purchase.