



Touristik & Motorsport

General terms of sale and delivery per 1st of November 2008

Please read carefully through these general terms – the terms form the basis of your reservation together with the information in the programme as well as possible special conditions.

The validity of the programme

The programme or the offer including prices is valid for events in the programme – however, please note that the programme is subject to price changes and moving or cancellation of events and races.

Reservation and Payment

Touristik & Motorsport (from now on T&M) is a company registered in Germany and all reservations of events, preparation of invoices and payment, therefore, takes place in the German company. When signing a reservation the customer confirms to have understood and accepted the enclosed terms of sale and delivery of the event.

About 8 days after T&M has received the signed reservation, an invoice will be forwarded. When T&M receives the payment on time, the agreement is binding for both parties. Tickets and travelling papers will then be forwarded at least 14 days before the event starts.

A deposit is to be paid when making a reservation of an event. This deposit makes up 50% of the total price. If the reservation only includes tickets, the full price is paid as deposit. The deposit has to be paid no later than 8 days after the reservation. T&M must be in possession of the remaining amount of money no later than 60 days before departure. When transferring the amount to the German bank of T&M, the customer holds all possible expenses. If the terms of payment are not full-filled, T&M has the right to sell the trip to another customer.

The Event-Price

The prices mentioned in the programmes are per person and they include a stay in a shared double bedroom as well as provisioning, tickets, events and transportation as mentioned in the specific programme – unless otherwise mentioned.

The prices of the events are calculated on the basis of tariffs, prices, taxes and foreign exchange quotes on the date of the invoice. The price of the trip does not include travel, health and cancellation incurrence. The participant must take this into account.

T&M must point out that the price on the ticket might be different from the sales price. T&M has the right to raise or reduce the price after the agreement has been made due to changes in transportation expenses, fuel prices, taxes, currencies or fees for example airport-, landing and starting fees. T&M has no chance of taking this into account beforehand.



Changes

Unless otherwise mentioned at the reservation point the programme involves the following:

Until the plain tickets are issued (which is typically 72 hours after the reservation) changes can be made at a cost of € 200 per change. After the tickets have been issued the amount will depend on the type of ticket. In certain cases a change will be considered an annulment and a new reservation, and the fee will be stated from time to time.

Please take into account that in the case of big sporting events, fair periods and other special arrangements, the hotel and the transportation companies will have special demands to changes. T&M, therefore, makes the prices subject to possible fee changes that are imposed by the supplier.

The participant is allowed to pass on the event to anyone who met the necessary conditions for participating in the specific event – as long as T&M are notified within reasonable time. The participants have joint and several liabilities for the payment of the remaining amount as well as other possible expenses.

Cancellation

Unless otherwise mentioned, a reservation of an event including a ticket to a sports-event, a concert, the theatre or the like, involves the following:

When T&M receives a signed reservation that confirms tickets to a sports-event, a concert, the theatre or the like, the arrangement CANNOT be changed or refunded. Unused services during an event cannot be refunded either partly or entirely.

1. When ordering more than 6 weeks before the event starts, the event can be cancelled up until 10 days after the written reservation is the possession of T&M.
2. If the event is cancelled more than 60 days before the departure 50% of the paid amount is lost.
3. If the event is cancelled less than 59 days before the departure, but more than 21 days before the departure 75% of the paid amount is lost.
4. If the event is cancelled less than 20 days before the departure 100% of the pain amount is lost.

The cancellation is made at the point of time when the message is given to T&M in written form. In the case of sudden disturbances at the destination you are able to cancel the trip within 14 days. However, the ticket prices will not be refunded unless T&M get the tickets reimbursed from the supplier.

In order to take advantage of the right to cancel, there must be a message from a public authority such as the ministry of foreign affairs or the ministry of health advising people not to travel to the specific area.

The Responsibility of the Customer

The traveller is obligated to:

- have a valid passport (that is valid at least 6 months from the date of departure) and the necessary papers, visa and vaccinations to participate in the event. It is, furthermore, the customer's responsibility to check that the first and the last names are correct in the tickets, the travelling papers as well as in other papers. The name in the airplane ticket must be the same as the name in the passport, this can otherwise result in refusal at the check-in at the airport. T&M has no responsibility for the consequences of incorrect information.

- to keep informed concerning possible changed travelling times and to re-confirm the seat reservation by contacting the airplane company at least 72 hours before the departure. If this is not done, the airplane company has the right to arrange the seats without the customer being able to make demands.



- to follow the time-schedule of the event-plan or other instructions concerning departure and arrival as well as during the event.

- to act in a way so other travellers are not bothered. The participant is, moreover, obligated to follow instructions of the couriers, the chauffer and the airplane crew as well as to respect regulations set by the hotel, the transportation company etc. The participant is responsible for all damages that are caused by violation of the instructions and directions. If the participant overrules these instructions, T&M has the right to exclude the specific participant from the event. In this case the participant has no right to get a refund of the paid amount – either partly or entirely. If the trip has begun, the participant must leave the event on his own expense.

The name in the passport must be the same as the name registered in The Central People register. It is the participants own responsibility to check whether this is correct. If this is incorrect the participant risk having the visa application denied

The Responsibility of T&M

T&M has the responsibility of making sure that the event is held according to the programme. T&M are, however, free of responsibility if lacks, changes and/or cancellation is due to force majeure (this includes situations which the organizer could not have foreseen, warn off or prevented). T&M do not take responsible for consequences that are the result of the participant's negligence and indisposition. Further on, T&M do not take responsibility for services bought outside the event T&M is offering. At international airplane, railway and sea transportation there is a responsibility limitation according to the Warszawa and Athens Convention. This is subject to the necessary support.

Luggage is the participant's own responsibility. T&M functions as an agent for the local hotels and agents. The responsibility for lacks and damages of persons or things are limited to the liability to pay compensation that our suppliers have according to the international conventions of airplane, sea and railway transportation. Airplane transportation: the Warszawa Convention. Ship transportation: the Athens Convention. Train journeys: the COTIF/CIF Convention. The compensation amounts in the international convention are usually rather low.

Move of Arrangement

The paid event-ticket is valid for the specific date. In case of this date being moved to another date, the entire arrangement is as a starting-point moved to the new date. This will not be considered a cancellation or a refund of the event-payment, but simply a change in the dates of departure and arrival, if necessary. If the movement leads to extra expenses the customer must pay for these. The trip CANNOT be refunded as the products are pre-paid even before the season starts.

T&M do not have responsibility for the costs and changes of airplane-tickets that are NOT ordered through T&M.

Travel- and Accident Insurance

The traveller holds the responsibility of expenses that arise as a result of sickness, hospital admission, home transportation, luggage, accidents and so on during the event. It is, therefore, strongly recommended to arrange for travel incurrence.

Insurances should always be considered according to the low indemnity in the International Conventions.

Call off

The event can be called off due to external conditions that T&M and their collaborators have no influence on or can predict (conditions like force majeure). In such a situation the total price of the trip is refunded and the customer can thereafter not make further demands about compensation.

If the minimum number of participants mentioned in a programme is not obtained, T&M has the right to call off the event up until 16 days before the event starts. The paid price will of course be refunded.



Complaints

Complaints about lacks during the event must be addressed T&M or the T&M representatives at the event as soon as the lack is discovered. In that way, T&M will immediately try to set the situation right. Demands about lacks that cannot be set right at the event, must be handed over to T&M no later than 2 weeks after the event has ended.

In the case of disagreements between T&M and the participants, the complaint can be sent to Amtsgericht in Clausthal-Zellerfeld Germany.

Other conditions

The programme is subject to printed errors in the programme, in the conditions and on the Internet.

Venue/Choice of Law

All demands against T&M are to be set according to German law. Complaints and lawsuits are, furthermore, to be determined at Amtsgericht in Clausthal-Zellerfeld Germany.