

# OPC Performance Training 2012

Dates: 5<sup>th</sup> May | 30<sup>th</sup> June | 4<sup>th</sup> August | 29<sup>th</sup> September



Opel Performance Center

Registration (please complete in print)

## Preferred date

## Alternate dates

### Applicant (billing address)

### Participant (if not identical with applicant)

Last name, first name

Last name, first name

Address

Address

Town, Post/Zip Code

Town, Post/Zip Code

Date of birth

Date of birth

Telephone (daytime), cell/mobile

Telephone (daytime), cell/mobile

Fax/email

Fax/email

Driving license no., date, place of issue

Driving license no., date, place of issue

Vehicle brand, type, model

Vehicle brand, type, model

Send documents to applicant

Send documents to participant.

I would like to order a voucher.

### Payment Options

Visa

Customer Care voucher code \_\_\_\_\_

MasterCard

OPC Unlimited vehicle identity no. \_\_\_\_\_

American Express

Bank transfer

Card no. \_\_\_\_\_

Account number:

**701747032**

Bank ID code:

**551 900 00**

Banking institute:

**Mainzer Volksbank e.G.**

BIC:

**MVBMDE55**

IBAN:

**DE79 5519 0000 0701 7470 32**

Date of expiration \_\_\_\_\_

### Right of Revocation

The participant/applicant may revoke his or her registration application in writing (letter, telefax, email) within two weeks and without having to provide any grounds. This revocation period will commence no earlier than upon receipt of the revocation instruction. For purposes of complying with the revocation period, the timely dispatch of the written revocation will suffice.

#### The revocation must be sent to:

Adam Opel AG  
PKZ C4-02  
65423 Rüsselsheim  
Fax: +49 (0)6131 494-1888  
Email: opel-fahrtraining@conteam.de

City, date \_\_\_\_\_

Signature \_\_\_\_\_

### Conditions of Participation

I recognize and acknowledge the attached conditions of participation, including the provisions on liability (section 9). The contract is not effective until confirmed in writing by Adam Opel AG. The participation fee becomes due upon receipt of this confirmation. If payment is not received at least 10 days prior to the program, the participant may no longer participate in the program.

City, date \_\_\_\_\_

Signature \_\_\_\_\_

### Privacy

I agree to my data (where relevant to the realization of the OPC Performance Training event) being passed on to the data processing services in the USA exclusively for the collecting and processing purposes of Adam Opel AG – which will be done solely in full agreement with the legal regulations valid for protecting my personal data. Furthermore, I agree to my data being used, in compliance with the legal data protection provisions, for the customer service purposes of Adam Opel AG.

City, date \_\_\_\_\_

Signature \_\_\_\_\_

# Terms and Conditions of Participation OPC Performance Training

## 1. Type of Program

- Adam Opel AG (hereinafter referred to as "Opel") is offering the participants a driver safety training course on a site, which has been closed to the regular individual traffic during the program (Opel Test Center Dudenhofen).
- The program is intended to improve driving skills and not to reach maximum speed.

## 2. Program Goals

- Improve driving skills
- Learn safe control of one's own vehicle (interplay between person-car-street)
- Promote safety awareness
- Enhance technical know-how

## 3. Participant Insurance and Liability

- During the driving exercises, the participants will be covered under a passenger accident insurance policy [Insassenunfallversicherung], which will provide the following benefits:
  - €31,000, in the event of the participant's death
  - €62,000, in the event of the participant's complete disability
- Participation using furnished vehicles  
Throughout the entire duration of the program (from beginning to end), the furnished vehicles will be covered under a liability insurance policy for any driving that is conducted on routes, which the instructor designates during the training course under his or her direction. In addition, the participants will be placed in a position which would be the equivalent to having comprehensive and collision insurance coverage [Vollkaskoversicherung] with no deductible. The participants will be liable for their own intentional or grossly negligent acts or omissions. Any damages to the vehicles must be promptly reported to the instructor in charge.
- Spectators and companions, who have not been registered as participants, will not be allowed to enter upon the Opel test site. No liability is assumed. Since the on-site team during the programs is fully dedicated to the participants, no support can be provided to spectators and companions.

## 4. Registration/Participation Right/Requirements for Participation

- The participation in the training session is reserved solely for persons holding valid driver's licenses. The participant is required to submit his or her driver's license for inspection on the day of the program prior to its commencement.
- The number of participants is limited to 36 for each program.
- Registration can be done only by completing the attached registration form or on opel.de. The registration applications will be reviewed in the order in which they are received. Within two weeks following receipt of the registration applications and provided that the minimum number of participants have registered, Opel will verify program participation by sending the relevant participants a confirmation.
- A minimum number of 24 participants must be registered in order to proceed with the program in question. If this minimum participation requirement is not met and the program therefore cannot be held, then Opel shall notify the registered participants thereof in writing no later than 14 days prior to the commencement of the program. In these cases, a make-up program will be agreed with the participants on short notice. If it is not possible to agree on a suitable make-up date, then the participation fee will be refunded to the participants.

## 5. Participation Fee

The participation fee for each program is €480 (including VAT). A bill for the participation fee will be sent together with registration confirmation to the participant at the billing address indicated in the registration form. The participation fee will be due upon receipt of the registration confirmation/bill. The payment processes will be administered by Conteam Below GmbH, Mainz, on behalf of Adam Opel AG. The participation fee is payable in advance. The following methods of payment are available:

- Bank transfer
- Credit card payment (MasterCard, Visa, American Express). The credit card number together with the date of expiration must be provided in the registration form.
- PayPal for registrations on opel.de

If payment is not received at least 10 days prior to the program, the participant may no longer participate in the program.

## 6. Cancellation Policy

If the participant cancels his or her registration, then the following cancellation fee will apply:

- Cancellation prior to the 45th day before the program: €50
- Cancellation between the 45th and 14th day before the program: 50% of the participation fee
- Cancellation between the 14th day and 5th day before the program: 75% of the participation fee
- Cancellation within the last 5 days before the program: 100% of the participation fee

Cancellation of the registration must be done in writing or via telefax or email. The timing of the cancellation will be based on when the written cancellation is received. If the participant intends to cancel his or her registration via telefax, then the cancellation must be transmitted to the telefax number indicated in the appended registration form. Substitute participants may be named, provided they also meet the participation requirements (valid driver's license). The substitute participant must consent in writing to these participation terms and conditions and must do so before the commencement of the program.

## 7. Costs

The participation fee covers the following costs:

- Renting and preparing the driving routes
  - Instructor costs
  - Costs for theoretical and practical driver training
  - Food and refreshments (breakfast, lunch, beverages)
  - Route and organizational materials
- Participants must arrange and pay for their own trips to and from the training site.

## 8. Safety Rules/Instructor's Authority/Exclusion from Participation

The participants are required to wear seatbelts the entire time that they are driving. The participants are likewise obligated to wear clothing and footwear, which is appropriate for a program of such sporting nature and which will not lead to any problems while driving the vehicle (high-heeled shoes, etc.). The instructors' directives must be obeyed unconditionally. Alcohol may not be consumed prior to or during the training sessions. Furthermore, the use of

mobile phone devices while driving is strictly prohibited. Cameras and mobile phone cameras may not be brought to the Opel Test Center. Such devices must be surrendered to Opel plant security personnel when entering the Opel Test Center Dudenhofen. Opel reserves the right to exclude individual participants from the program, if such participants refuse to comply with directives issued by the instructors or the Opel plant security personnel or if they otherwise threaten themselves or others. In this case, the participation fee will not be refunded.

## 9. Opel's Contractual and Non-Contractual Liability

- Opel's contractual liability for any losses, which do not qualify as personal injury, is limited to three times the participation fee:
  - to the extent that a participant's loss was not caused by intentional or grossly negligent acts or omissions on the part of Opel, and/or
  - to the extent that Opel's responsibility for the loss incurred by a participant is based solely on the fault of a payer [Leistungsträger].
- With respect to all non-contractual compensatory damages claims asserted against Opel, and specifically those based on torts unrelated to intentional or grossly negligent acts or omissions, Opel will be liable for property damage up to three times the participation fee, provided that such damage is essentially the same as the compensatory damages claims contractually stipulated in subsection 9a).
- Beyond the liability limitations set forth in subsections 9a) and b), a compensatory damages claim against Opel will be limited or excluded if, pursuant to international conventions or statutory provisions based thereon, which are applicable to the payments that a payer is required to make, a claim for compensatory damages may be enforced against the payer only under certain conditions or limitations or must be excluded under certain conditions.
- Excluded herefrom is the personal liability of the statutory representatives, vicarious agents and plant personnel of Opel with respect to damages caused by them as a result of simple negligence.

## 10. Exclusion of Claims and Limitation Periods

- Within one month following the contractually prescribed completion of the program, any contractual claims based on the failure to conduct the program in accordance with the agreement must be asserted against Opel in writing, otherwise they will be excluded. Following the expiration of the period, the aforementioned claims may be enforced only if the participant had been hindered from complying with the deadline period through no fault of his own.
- The deadline period set forth in 10a) also applies to non-contractual claims (see 9b), specifically torts (except for intentional torts), provided that such claims cover essentially the same elements as the contractual claims set forth in 9a).
- No claims may be asserted based on the fact that the program was conducted by instructors who had not been previously announced.
- Any and all claims under this agreement will be barred by limitation in one year. The limitation period will begin on the day following the day on which the program ends according to the agreement.

## 11. Instruction on Revocation/Right of Revocation

The participant/applicant may revoke his or her registration application in writing (letter, telefax, email) within two weeks and without having to provide any grounds. This revocation period will commence no earlier than upon receipt of the revocation instruction [Widerrufsbelehrung]. For purposes of complying with the revocation period, the timely dispatch of the written revocation will suffice. The written revocation must be sent to:

Adam Opel AG  
PKZ C4-02  
65423 Rüsselsheim  
Telefax: +49 (0)6131 494-1888  
Email: opel-fahrtraining@conteam.de

## 12. Governing law

The contractual relationship between the participant and Adam Opel AG will be governed exclusively by German law.

## 13. Jurisdiction and venue

Jurisdiction and venue with respect to all claims based on this contract will be Frankfurt am Main, but Opel has the right to file legal actions in other venues as well. The aforementioned also applies with respect to the enforcement of non-contractual claims, to the extent that they are at least in part identical to the contractual claims (except in the cases involving intentional torts). In case of doubt the German version will be valid.

## 14. Severability Clause

Should any provision of this contract, including the terms and conditions of participation, be or become legally invalid, then the remaining provisions of this contract or the terms and conditions of participation will not be affected thereby. In this case, the contracting parties agree to replace the invalid provision with a new and valid provision, which most closely reflects the commercial purpose of the invalid provision. The same procedure shall be followed if a contractual gap or omission becomes apparent during the performance of the contract.

## 15. Program Organizer

Adam Opel AG  
65423 Rüsselsheim  
Telephone +49 (0)180 5 5510  
Telefax +49 (0)6131 494-1888  
Email: opel-fahrtraining@conteam.de

I hereby recognize and acknowledge the terms and conditions of participation including the provisions on liability (section 9).

\_\_\_\_\_  
Date Training

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Signature