



GENERAL CONDITIONS OF PARTICIPATION "WUNDERLICH AUSFAHRT 2021"

1. SCOPE

1.1

The following general conditions of participation apply to participation in the "Wunderlich Ausfahrt 2021" event. The scope of the contractual services for participation is described in the advertisement (www.wunderlich-ausfahrt.de) and in the rider briefing to be sent by Wunderlich after the registration has been accepted. Wunderlich GmbH (hereinafter Wunderlich) does not owe any further services.

1.2

Participants within the meaning of these GTC are both consumers and entrepreneurs. For reasons of better legibility of the following text, the simultaneous use of male, female, etc. Forms of language dispensed with. All personal designations apply to all genders (m / f / d).

1.3

A consumer within the meaning of these terms and conditions is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity.

1.4

Entrepreneurs are natural or legal persons or legal partnerships with whom a business relationship is entered into and who act in the exercise of their commercial or independent professional activity.

1.5

Deviating, conflicting or supplementary general terms and conditions, even if they are known, are not part of the contract, unless their validity is expressly agreed in writing.

2. CONTRACTUAL PARTNER

Wunderlich GmbH

Managing Directors: Erich Wunderlich, Frank Hoffmann

Joseph-von-Fraunhofer-Str. 6 - 8

D-53501 Grafschaft-Ringen

Tel: 02641-30820

Fax: 02641-3082208

Email: info@wunderlich.de

Internet: www.wunderlich.de

3. CONCLUSION OF THE CONTRACT AND STORAGE OF THE CONTRACT TEXT

3.1

The participant can register in writing to Wunderlich to take part in the event. In addition, you can register via the registration portal at <https://www.wunderlich-fernweh.de/wunderlich-ausfahrt> in the Wunderlich online shop with a valid email address in the contact form and choosing a starter package. A maximum of five participants can be named per booking. A participant must be assigned to each booked starter package. The contracting party is the person registering. The contract is concluded when Wunderlich confirms receipt and accepts the registration. After payment has been made, the participant receives an automatic order confirmation. Within a few days of booking, at the earliest after the start of the rally on April 15, 2021, his login data for the registration portal will be sent to him by email. All necessary documents are deposited there.

3.2

Before submitting a binding declaration of participation, the participant can continuously correct all entries using the usual keyboard and mouse functions. In addition, all entries are displayed again in a confirmation window before the binding declaration of participation is submitted and can also be corrected there using the usual keyboard and mouse functions.

3.3

The text of the contract is saved by Wunderlich. With the confirmation of participation, Wunderlich sends the participant the text of the contract and the general terms and conditions. With the print function of the browser, the participant has the option of saving the text of the contract himself. The terms and conditions can be viewed at any time on the Wunderlich website at www.wunderlich-ausfahrt.de. The conditions of participation are enclosed with every starter package so that every participant takes note of them. By logging in to the registration portal, he agrees to this. The contract language is German.





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4. PRICES AND TERMS OF PAYMENT

Only the price list from Wunderlich, which can be requested by the participant or accessed on the Wunderlich website, or the individual agreement set out in the order confirmation is decisive. After payment has been made, the documents required for the "Wunderlich Exit 2021" will be sent to the participant by email. The selected starter package will be sent by post after payment has been made. The login data will be transmitted by email from May 13, 2021. Payment is possible by credit card, direct debit, prepayment, cash on delivery and PayPal. If the entry fees are not paid or only partially paid, the participant is not entitled to the services provided by Wunderlich. All prices are final prices including VAT.

5. RIGHT OF WITHDRAWAL

Consumers are generally not entitled to a right of withdrawal due to a legally regulated exclusion (provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision).

Deviating from this, Wunderlich grants consumers a contractual right of withdrawal as follows:

Cancellation instruction for consumers / beginning of instruction

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded. In order to exercise your right of withdrawal, you must inform us,

Wunderlich GmbH
Joseph-von-Fraunhofer-Str. 6 - 8
D-53501 Grafschaft-Ringen
Tel: 02641-30820
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Email: info@wunderlich.de,

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, but this is not mandatory. In order to meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we will have given you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. If you have requested that the services should begin during the cancellation period, you have to pay us a reasonable amount, which corresponds to the proportion of the services already provided up to the point in time at which you informed us of the exercise of the right of cancellation with regard to this contract. Compared to the total scope of the services provided for in the contract.



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Withdrawal form

(If you want to cancel the contract, please fill out this form and send it back to us.)

- To:
Wunderlich GmbH
Joseph-von-Fraunhofer-Str. 6 – 8
D-53501 Grafschaft-Ringen
Tel: 02641-30820
Fax: 02641-3082208
- Hiermit widerrufe(n) ich/wir (*) den von mir/uns (*) abgeschlossenen Vertrag über den Kauf der folgenden Waren (*)/ die Erbringung der folgenden Dienstleistung (*)
- Ordered on (*) / received on (*) _____
- Name of the consumer (s)

- Address of the consumer (s)

- Signature of the consumer (s) (only when notified on paper)

- date

(*) Delete where inapplicable.

End of revocation

The contractually granted right of revocation expires in any case when logging into the registration portal for the first time with the log-in data sent after the conclusion of the contract.

6. CHANGES TO THE DESCRIBED PROCESSES / FORCE MAJEURE

6.1

If the registered vehicle fails or is unable to drive, another vehicle can be used. If necessary, the rating class (the rating criteria are explained in the rider briefing sent after the conclusion of the contract) must be adjusted. The rating remains unaffected when changing vehicles. The change of vehicle requires the written approval of Wunderlich.

6.2

Insofar as force majeure affects Wunderlich or the participant, the party concerned is not in default with regard to the obligations affected by force majeure and its obligation to fulfill or punctually fulfill these obligations is automatically suspended for the duration of the force majeure. Notwithstanding other provisions in this clause, force majeure does not apply to the obligation of the parties to make contractual payment obligations to the other contracting party.



6.3

Events of force majeure can in particular be fire damage, floods, strikes, lawful lockouts and epidemics (including epidemics and pandemics), provided that the Robert Koch Institute has specified a risk level of at least "moderate".

6.4

If a party is or is likely to be prevented from fulfilling one of its contractual obligations due to force majeure, it shall notify the other party of the event or circumstances that constitute the force majeure, stating the obligations which it is or will be prevented from fulfilling becomes. This notification must be made within 14 days after the party has or should have become aware of the relevant event or the circumstances of force majeure. After submitting this notification, the party is released from the fulfillment of these obligations as long as the force majeure prevents them from doing so.

6.5

In the event of force majeure, the parties will endeavor to fulfill their obligations under the contract as far as possible and will endeavor to minimize the delays resulting from the event of force majeure at all times.

6.6

If the fulfillment of a substantial part of the contractual obligations of a party is prevented for an uninterrupted period of six months due to force majeure which it has reported to the other party, each party can terminate the contract with immediate effect.

7. LIABILITY, EXCLUSION

7.1.

The participant assures that

- the information given in the declaration of participation is correct and complete,
- he is able to cope with the requirements of the event according to the event announcement,
- the vehicle complies with the technical regulations in all points,
- he will only use the vehicle at the event in a technically and optically perfect condition.
- he has to accept facts in the person or the behavior of a registered participant (see section 3.1), which affect the contractual relationship with Wunderlich, against him.

7.2.

Each participant takes part in the event at their own risk; they are solely responsible under civil and criminal law for all damage they cause. By submitting the declaration of participation, the participant declares the waiver of claims of any kind for damage arising in connection with the respective event. The participant is liable for the vehicle operated and other items brought along. This waiver applies to

- Wunderlich, their agents, officials and helpers,
- the other participants,
- the racetrack or property owner,
- Authorities, racing services and all other persons who are connected with the organization of the event,
- the road construction authorities or the route owners, insofar as damage is caused by the nature of the roads / spaces / routes to be used at the event, including accessories,
- the vicarious agents and vicarious agents of all the aforementioned persons and offices.

7.3

The waiver of liability applies to claims for any legal reason, in particular for claims for damages from contractual and non-contractual liability and for claims from tort and includes possible legal successors.

7.4

The parties are liable for intent and gross negligence in accordance with the statutory provisions. This also applies to negligently caused damage resulting from injury to life, body or health. In the event of negligent property and financial damage, the parties are only liable in the event of a breach of an essential contractual obligation, but the amount is limited to the damage that is foreseeable and typical for the contract at the time the contract was concluded. Further claims for damages, for whatever legal reason, are excluded as far as legally permissible.

7.5

The participant declares that he has taken out liability insurance for the activity he performs and that he is in possession of the required and valid driver's license. With his declaration of participation, he declares that his vehicle is approved for use on public roads and is in a safe

condition to drive. The rules of the StVO and StVZO apply. The participant assures that he / she will only take part with proper motorcycle protective clothing (helmet, protective clothing, gloves, boots, etc.) and that they will be in good health.

7.6

If the participant suffers damage from other participants or if other rights of the participant are violated by third parties, the participant declares that he / she waives the right to use Wunderlich.

7.7

There is an absolute driving ban for the participant if he consumes alcohol or strong medication before and during the event. The participant expressly declares that he has not consumed alcohol, medication or other substances that could impair his ability to drive during the event, even before the event. In the event of violations of this declaration, the participant can be excluded from the event without the right to a refund of the participation fee.

7.8

To ensure that the event runs safely, it is necessary for the participant to become familiar with the laws and rules of the respective country and to strictly observe them. This applies in particular to official orders as a result of pandemics in their currently valid version. If the participant does not comply with these provisions despite a request and warning from Wunderlich, if he violates protective regulations or if the other participants or the proper execution of the event are disturbed, injured or damaged by his behavior, Wunderlich has the right to properly or to terminate extraordinarily and to exclude the participant from further participation in the event without reimbursement of his participation fee and costs incurred. The termination is also valid in oral form. The additional costs resulting from the termination are borne exclusively by the participant. Should Wunderlich suffer damage as a result of the misconduct, Wunderlich reserves the right to assert claims for damages.

8. PHOTO AND FILM RECORDINGS

8.1

The participant agrees to the exclusive, spatially and temporally unlimited transfer of the rights to photo and film recordings made in connection with his participation in the event to Wunderlich. Wunderlich is granted the right to distribute corresponding photo and film material, to use it for advertising purposes and to publish it on social media platforms and other media, without any claim to compensation.

8.2

The participant confirms the exclusive, spatially and temporally unlimited transfer of the rights to the photos submitted for the evaluation test to Wunderlich. Wunderlich is granted the right to distribute the photo and film material, to use it for evaluation purposes in the context of the voting / evaluation process and for advertising purposes and to publish it on social media platforms and other media without any claim to remuneration. If the participant has objections to the processing or use of his photos, he can object to this before the start of the event. An objection results in the exclusion from participation in the competition according to the rider briefing.

9. PAYMENT, WITHDRAWAL, TRANSFERABILITY

9.1

The agreed remuneration is due when the order confirmation is issued by Wunderlich. Until the remuneration has been paid in full, Wunderlich can demand the provision of appropriate securities or withhold the fulfillment of its contractual obligations.

9.2

All expenses and expenses of Wunderlich that arise as agreed or that the participant is responsible for and that cannot be assigned to a description of services in the order confirmation or that go beyond the description of services will be billed according to actual expenditure. The participant can request proof of the effort.

9.3

If the implementation of the event is prevented in whole or in part for reasons for which the participant is responsible, Wunderlich retains the right to the agreed remuneration, taking into account what can be saved through the exemption from performance and through other use of their labor.

9.4

If property rights arise through the provision of services in the form of the contractual implementation of the event, these remain with Wunderlich. Unless otherwise agreed, the participant does not acquire any right of use.

9.5

The participant is entitled to terminate the contract in full at any time without observing a deadline. The termination must be in writing. However, the premature termination of the contractual relationship obliges the customer to pay the agreed remuneration. The right to extraordinary termination for both contracting parties remains unaffected.

9.6

As part of the obligation of the parties in accordance with Section 6.5 of these Conditions of Participation, Wunderlich is entitled, in the event that an event could not take place due to force majeure, to give the participant a voucher instead of a refund of the remuneration already paid. The value of the voucher must include the entire remuneration. The same applies in the event that the contract is terminated in accordance with Section 6.6.

9.7

The participant has the right to transfer his / her participation contract to a third party / substitute participant. Wunderlich may, however, object to the participation of a third party if this does not meet the special requirements of the event or if the latter does not have sufficient driving knowledge or if his participation contradicts the conditions of participation, legal regulations or official orders. In the event of a proper transfer, the entry will then be overwritten to the substitute participant. The substitute participant is assigned to the corresponding vehicle class. Special tests that have already been completed will be canceled. The replacement rider receives a new start number and a new rally pass free of charge. The transfer of the contract requires the written approval of Wunderlich.

10. DATA PROTECTION

10.1

The participant declares his consent to the collection, processing and use of his personal data for the purpose of executing the contract. This data is

- Surname,
- Address,
- Date of birth,
- Gender,
- Bank details,
- Nationality,
- E-mail address,
- Phone number,
- Make and model of the participating motorcycle.

10.2

Wunderlich only transmits data to third parties if this is absolutely necessary and there is a legal basis.

10.3

Wunderlich deletes all collected data as soon as they are no longer required for the execution of the contract, provided that there are no longer any legal retention periods to the contrary.

10.4

With regard to personal data, the participant has the right to information, deletion, restriction of processing and data portability and, in the event of inaccuracy, to correction. As a data subject, the participant has the right to lodge a complaint with a supervisory authority responsible for data protection if he is of the opinion that the processing of the data concerning him violates data protection regulations. The right of appeal can in particular be asserted with a supervisory authority in the member state of the place of residence or the place of contract or the place of the alleged violation.

11. FURTHER PROVISIONS

11.1

The law of the Federal Republic of Germany. In the case of consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

11.2

The provisions of the UN sales law do not apply.

11.3

If the customer is an entrepreneur, the exclusive place of jurisdiction for all disputes arising from this contract is Wunderlich's place of business. The same applies if the customer does not have a general place of jurisdiction in Germany or if their place of residence or habitual abode is not known at the time the action is brought.

11.4

Wunderlich is ready to participate in a dispute settlement procedure at the following consumer arbitration board:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.

Straßburger Straße 8

77694 Kehl am Rhein

www.verbraucher-schlichter.de

To carry out the dispute settlement procedure, there is the option of using the online dispute settlement platform ("OS platform" for short) as a point of contact for consumers and entrepreneurs who wish to settle disputes arising out of online legal transactions out of court under the following link: <https://webgate.ec.europa.eu/odr>.