

# General Terms & Conditions (GTC)

VERSION 2.0



## Introduction

General Terms & Conditions for the use of the Racing Unleashed lounges

### 1. Scope

- 1.1. These Terms & Conditions apply to contracts for the short-term rental of premises and other infrastructure of the Racing Unleashed lounges for conducting corporate events and the use of the racing simulators made available in these lounges, for the organisation of company events, as well as for all other related services and deliverables.
- 1.2. In general, the subletting or reletting of the provided rooms, areas or infrastructure is not envisaged and is permissible only with written consent from Racing Unleashed AG.
- 1.3. Deviating provisions apply only if they have been explicitly agreed in writing beforehand.

### 2. Conclusion of contract

- 2.1. The utilisation and service contract (hereinafter referred to as "the contract") is created through the customer's written acceptance of the offer issued by Racing Unleashed AG.
- 2.2. If the beneficiary is not the person placing the order, the customer is jointly and severally liable with the beneficiary for all obligations arising out of the contract. The customer must notify Racing Unleashed AG about the identities of the customer and beneficiary and provide Racing Unleashed with the name and address of the actual beneficiary in good time before the conclusion of the contract. In this case, the customer must present Racing Unleashed AG with an appropriate declaration from the beneficiary.
- 2.3. If a contract is concluded with more than one contractual partner, these General Terms & Conditions shall apply to all contractual partners. In particular, all contractual partners of Racing Unleashed AG shall be jointly and severally liable for the contractual obligations.

### 3. Services

- 3.1. Racing Unleashed AG undertakes to provide the services ordered by the contractual partner (the customer) and promised by Racing Unleashed AG.
- 3.2. The contractual partner undertakes to pay the agreed prices for these and any other services used.
- 3.3. The services include:
  - 3.3.1. Use of the lounge as specified in the contract.
  - 3.3.2. Instruction and coordination with various third parties (simulator supervisors and caterers).
  - 3.3.3. One member of the event management team shall act as the responsible contact person during the event.
  - 3.3.4. Final cleaning of the lounge after the event.

### 4. Duration of the services

The premises of Racing Unleashed AG can be used by the hour, for half-day events (morning or afternoon) and for events lasting a whole day. If the agreed duration of the event is exceeded, Racing Unleashed AG may bill the resulting internal and external costs additionally.

### 5. Price proviso

The prices quoted in the offer or confirmation are based on the state of knowledge or the project status at the time of the offer or confirmation. The prices quoted at the time of the offer shall apply. Should the scope change after the conclusion of the contract, these changes are invoiced at the rates applicable at the time when the contract was concluded.

### 6. Billing

- 6.1. Any additional services or on-site wishes requested by the contractual partner which are not included in the basic offer, e.g. extended catering, or additional work commissioned by the contractual partner, are provided by Racing Unleashed AG where possible. They are billed at cost.
- 6.2. Agreed services associated with use are invoiced by Racing Unleashed AG after the respective event and are due for settlement in full within 30 days of the date of invoicing. In the event of arrears, Racing Unleashed AG is entitled to charge 5% interest for late payment.
- 6.3. Offsetting against claims by the contractual partner is possible only if this has been agreed in writing in advance.
- 6.4. If VAT is not mentioned in the offer, the agreed prices do not include VAT.
- 6.5. Racing Unleashed AG is entitled to demand payment of an appropriate advance upon conclusion of the contract. The size of the advance and the payment dates must be agreed in writing.

### 7. Withdrawal by the contractual partner

If the contractual partner withdraws from the contract before the event, the following compensation will be due:

30 days before the event:	80% of the package price (total price)
15 days before the event:	100% of the package price (total price)

We reserve the right to demand further compensation.

### 8. Withdrawal by Racing Unleashed AG

- 8.1. If the contractual partner fails to meet contractually agreed payment deadlines or dates, Racing Unleashed AG shall be entitled to withdraw from the contract with immediate effect.
- 8.2. Racing Unleashed AG is also entitled to withdraw from the contract on pressing grounds in accordance with the statutory provisions or in the event of a violation by the contracting partner of one or more provisions of these GTC and/or the contract between Racing Unleashed AG and the contractual partner, especially if
  - a) Force majeure or other circumstances beyond the control of Racing Unleashed AG render fulfilment of the contract impossible;
  - b) Events are booked on the basis of misleading or false statements about material facts, e.g. the actual organiser or purpose;
  - c) Racing Unleashed AG has reasonable grounds to assume that the event could jeopardise the smooth running of its business operations, security or the company's reputation.
- 8.3. In the event of a justified withdrawal by Racing Unleashed AG, the contractual partner shall not be entitled to claim compensation.

### 9. Changes to the number of participants, rooms or times of use

Changes to the number of participants must be declared in writing to Racing Unleashed AG at least five working days before the start of the event. In the event of a change, the following applies:

- a) Increases in the number of participants require prior written consent from Racing Unleashed AG. Any additional costs resulting therefrom must be borne by the contractual partner.
- b) In the event of a reduction in the number of participants, Racing Unleashed AG will be entitled to charge the costs confirmed by the contractual partner in acceptance of the offer by Racing Unleashed AG.
- c) Any change requests by the contractual partner / organiser regarding rooms, their use and/or equipment, including technical infrastructure, which are commissioned at short notice before or during the event shall be subject to charge.

### 10. Catering / outside food and drinks

- 10.1. Catering is commissioned by Racing Unleashed AG.
- 10.2. In general, the contractual partner may not bring food or drinks to events. Exceptions require written agreement with Racing Unleashed AG. In these cases, the cost of making the infrastructure available is charged as agreed.

### 11. Additional technical assistance

Should the existing technology not be sufficient, any further technical installation must be carried out exclusively by Racing Unleashed AG or its respective partners. Should Racing Unleashed AG be required to procure additional technical equipment or other services for the contractual partner, it shall do so on behalf of the contractual partner and at his expense. The contractual partner pledges to reimburse Racing Unleashed AG for all expenditure and outlays, the latter of which incurs in the proper fulfilment of the contract and to release Racing Unleashed AG from any liabilities incurred.

### 12. Liability

- 12.1. The contractual partner is liable towards Racing Unleashed AG for all losses and all damage to buildings, simulators or inventory caused by event participants or visitors, employees, other third parties associated with the contractual partner or his legal representatives.
- 12.2. Racing Unleashed AG may require the contractual partner to provide appropriate securities (e.g. insurance, deposits or guarantees) to cover possible damage.
- 12.3. Racing Unleashed AG accepts no liability whatsoever for any loss, theft or damage to clothing or items, especially those brought by the contractual partner, his employees, assistants or guests.
- 12.4. The premises made available by Racing Unleashed AG are subject to requirements relating to safety, fire, police and operational matters. The contractual partner must likewise comply with these at all times.
- 12.5. Any exhibits or other items, including personal effects, brought to an event by the contractual partner remain the responsibility of the contractual partner whilst on the premises. Racing Unleashed AG accepts no liability for loss or damage, except in the event of gross negligence or malicious intent. All materials brought to an event, such as flipcharts and hand-written notes, promotional items, documents of all kinds, etc. must be removed immediately and appropriately at the end of the event.
- 12.6. Any damage or excessive soiling caused by the contractual partner will be repaired or cleaned by Racing Unleashed AG at the contractual partner's expense after the end of the event. Any objects left behind after the event may be removed and stored by Racing Unleashed AG at the contractual partner's expense.
- 12.7. If removal involves disproportionately high expense or effort, Racing Unleashed AG may store the items and charge room rental until they are retrieved. Racing Unleashed AG reserves the right to prove greater damage has occurred. Any documents left behind will be kept for a maximum of two days, after which they will be disposed of at the contractual partner's expense.

### 13. Insurance

The contractual partner pledges to take out adequate third-party and property insurance to guard against personal injury and damage to property. Racing Unleashed AG will be entitled to inspect the corresponding policy. Should it consider that the insurance cover is not sufficient, it may demand that the cover be upgraded accordingly. The data protection regulations of Racing Unleashed AG (see appendix) apply.

**14. Closing provisions**

- 14.1. Any amendments or additions to contracts between Racing Unleashed AG and the contractual party, the acceptance of offers made by Racing Unleashed AG or these terms and conditions will be valid only in written form and require the consent of all contractual parties.
- 14.2. The place of performance and payment is the registered office of Racing Unleashed AG in 6330 Cham, Switzerland.
- 14.3. The place of jurisdiction is 6300 Zug, Switzerland.
- 14.4. Swiss law shall apply.
- 14.5. Should individual provisions in these General Terms & Conditions be ineffective or invalid, this will not affect the effectiveness of the other provisions herein. In all other respects, statutory regulations will apply.

6330 Cham, Switzerland, dated 24 January 2020

Racing Unleashed AG