

# General Terms and Conditions of Get Cars Together – a series of events organized by Kempf Capital UG (haftungsbeschränkt)

#### 1. Scope of Application

The provisions and conditions listed below apply exclusively to Get Cars Together – an event series offered by Kempf Capital UG (haftungsbeschränkt). By checking the corresponding checkbox, the participant agrees to the provisions and conditions herein and confirm his/her participation and acknowledgement of these terms.

#### 2. Offer

The offers from Get Cars Together are non-binding and without obligation. Get Cars Together does not assume liability for the accuracy and completeness of the information provided.

#### 3. General Information

The events organized by Get Cars Together are lifestyle events and not races. Participants are never in competition or compare speeds, starting positions, or rankings. Engaging in any bets related to Get Cars Together events is prohibited for all participants. We prioritize safety-conscious driving and participants' consideration for each other, as well as for all other road users, whether motorized or not. Anyone participating in Get Cars Together events who is observed violating these fundamental rules or is reported by participants or third parties for such violations will be immediately excluded from further participation in the ongoing event and any future events. We expect all participants to have heightened awareness, hazard perception, and courteous and respectful behavior towards other participants and third parties.

# 4. Confidentiality and Non-Disclosure

The offers and information sent by Get Cars Together, particularly regarding the events and their content, are confidential and intended solely for the respective recipient. Disclosure to third parties is prohibited without the explicit consent of Get Cars Together, which must be granted in writing beforehand.

## 5. Laws, Regulations, Ordinances

During participation in Get Cars Together events, all participants are required to comply with the applicable laws, regulations, rules, provisions, and implicit agreements of the respective country/host country. This includes, among other things, adherence to speed limits, compliance with all technical prerequisites concerning the registration and operation of the respective motor vehicle, adherence to all insurance and vehicle registration regulations, compliance with all laws and regulations pertaining to the driver's license of the driver and its validity, and all laws, regulations, and rules regarding the possession or carrying of alcoholic beverages, drugs, dangerous objects, pyrotechnics, weapons, or other prohibited items or substances. Get Cars Together reserves the right to exclude any participant from further participation upon discovering a violation of any of the above rules. Get Cars Together, its legal representatives, or agents assume neither responsibility nor liability in any form for actions or omissions during participation in the respective event. They cannot be held accountable, accused, pursued, or charged by participants or third parties. This also applies to inappropriate or harmful behavior at any (event) locations, gas stations, venues, establishments, side events, venues, public and non-public roads, squares, and venues visited during the event and/or within the framework of the overall visit. In particular, hotels and other accommodations are explicitly included in this regulation.

Each participant is obligated to operate a motorized or non-motorized vehicle only while completely sober throughout the event. Consumption of alcohol or other intoxicating substances is strictly prohibited before or during driving a vehicle, including medications that could impair driving ability or cause impairment.

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Participants must indemnify Get Cars Together from all claims, suits, or causes of action of any kind arising from the event and brought by third parties due to actions, omissions, or participation of a participant, including but not limited to participants violating the laws, regulations, or provisions of the relevant federal, state, district, or municipal jurisdiction, or the provisions and conditions of the participant.

Get Cars Together is not responsible if it is unable to fulfill its obligations due to fire, earthquake, epidemics, hurricane, flood, drought, strike, lightning, revolution, terrorist activities, or any other case of force majeure and similar issues. Get Cars Together reserves the right to refuse or cancel participation in events at any time for any of the above reasons or any other substantial reason or violation of rules not explicitly mentioned. The burden of proof lies solely with Get Cars Together or its employees/staff/agents.

## 6. Legal Age

All participants of Get Cars Together events must have reached the age of eighteen (18) years. Participation of minors is not possible even with the consent of their parents or other legal guardians.

## 7. Registration and Insurance

All participants must possess a valid driver's license and a valid identification document that allows for clear identification if they are driving a vehicle. For passengers, participation without the aforementioned driver's license is possible with prior notification to and consultation with Get Cars Together, but the rules regarding identification documents still apply. Participants are solely responsible for complying with these regulations. All participants must also ensure that their vehicle is covered by adequate motor vehicle and liability insurance to third parties at all times during participation in the event. Participants are responsible for ensuring that the vehicles used for the event are properly registered and insured for use on public roads, highways, ferries, car trains, and all other situations listed in the travel itinerary within the countries mentioned. Participants must acquire and maintain adequate vehicle insurance to cover their participation in the event, and upon the organizer's request, provide satisfactory evidence of this insurance in a form acceptable to the organizer on the day of registration. This could be a cover note or insurance certificate. Adequate insurance includes, among other things, minimum liability insurance, health insurance, and liability insurance, and in all cases, insurers must be informed that you are participating in the event. Participation insurance is solely the responsibility of the participants.

### 8. Participation Conditions

In general, participation in the events is open to all vehicle models, brands, and production years. However, Get Cars Together primarily focuses on vehicles falling within the niches of "Luxury," "Sports," and "Classic & Exotic" automobiles. We value a diverse and unique collection of high-end vehicles. Whether participation with the desired vehicle is permissible will be determined by Get Cars Together on a case-by-case basis after prior consultation.

#### 9. Publication and Advertising

The participant hereby agrees that photos and videos, including images and sound recordings, including live streaming sequences, may be taken and published during all Get Cars Together events by the photo and film team of Get Cars Together, as well as by third parties (press, media, contractual partners of Get Cars Together, tourism centers, etc.). The participant is aware that any publication of audio and visual material is unpaid. The participant provides irrevocable consent to Get Cars Together, especially continuing after the event. The consent is granted for images and sound recordings in physical, printed, and all digital forms. Get Cars Together is not liable if third parties reproduce, store, or otherwise utilize modified or unmodified images and sound recordings without the knowledge of Get Cars Together.

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# 10. Risks Associated with Participation



The participant acknowledges that participation in the Get Cars Together event is potentially dangerous and involves numerous risks. These risks and hazards include, among others, traffic accidents, collisions with pedestrians, vehicles, other event participants, and/or stationary or moving objects, as well as negligence of other event participants. Furthermore, the participant fully understands that participating in the Get Cars Together event may lead to serious bodily harm and/or death of the participant, the passenger, or other individuals. The participant acknowledges and understands that the event route takes place on public roads where danger is to be expected solely due to participation and driving. The participant also understands that participating in the Get Cars Together event may involve physically demanding activity and requires good health and adequate physical fitness. Participants are fully aware of the risk of having to drive in adverse weather conditions and confirm this by checking the corresponding checkbox.

#### 11. Acknowledgment of Risks

With complete acknowledgment and understanding of the risks associated with participating in Get Cars Together events, the participant voluntarily registers for the event and accepts all possible risks of loss, damage, or injury (including their own death or the death of involved or uninvolved third parties). Before participating, all participants have been sufficiently informed about the rules, regulations, and potential hazards, damages, or disadvantages through this document, the acknowledgment and acceptance of its content being a mandatory part of registration, and confirm this by checking the corresponding checkbox.

## 12. Acknowledgment of All Participation Conditions

The participant commits to adhering to all participation conditions of the Get Cars Together event. The participant acknowledges and understands that Get Cars Together and its employees make reasonable efforts to ensure that all other participants comply with the participation conditions but cannot guarantee that all participants will adhere to these conditions.

## 13. Waiver of Liability / Disclaimer

To participate in the Get Cars Together event, participants, their heirs, executors, administrative officers, and legal representatives waive all rights and/or claims they may have against Get Cars Together. Participants or their vehicles waive indemnification claims against Get Cars Together, its legal representatives, or agents for any damages, injuries (including death), and/or claims the participant may make that directly or indirectly result from the participant's participation in the event, even if these damages, injuries (including death), and/or claims are due to negligence of the aforementioned parties. Provisions not listed herein or elsewhere in these terms are to be interpreted in a way that excludes or limits the liability of Get Cars Together, its legal representatives, or agents for personal injuries or deaths resulting from its breach. Furthermore, the participant commits not to sue Get Cars Together, its legal representatives, or agents for damages, injuries (including death), and/or claims arising from the participant's direct or indirect participation in the event. This release and discharge includes claims for personal injury, death, property damage, economic loss, breach of contract, loss of earnings, contribution compensation, compensation, punitive damages, negligence, or any other legally recognizable claims arising from the participant's participation in the event (including all legal costs associated with these claims).

The participants agree to release Get Cars Together, its legal representatives or vicarious agents from all claims, demands and claims for damages. This includes any claim, obligation or action arising directly or indirectly from the Participant's actions or otherwise from the Participant's participation in the Event, whether made or asserted during or after the Event, including anything related thereto Costs and expenses and the amounts Get Cars Together may assume as a settlement or compromise of such claims or liabilities on a case-by-case basis.

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Liability for negligent/grossly negligent conduct by Get Cars Together, its legal representatives or vicarious agents is excluded.

Furthermore, Get Cars Together is not liable for damage caused by cyber attacks (e.g. viruses, Trojans, etc.) insofar as appropriate technical and organizational measures were in place at the time of the event.

## 14. Participation Prohibition

Get Cars Together explicitly prohibits the participation of individuals who organize events or similar gatherings or intend to do so, or who cooperate with third parties for this purpose. If participants support such competitors who attempt to replicate this event or its unique features, activities, and components, or fund, organize, or invest in these for the purpose of using the organizer's branding or goodwill in any way, they will be immediately excluded from further participation in other events. Furthermore, Get Cars Together will take legal action against the instigator.

#### 15. Data Protection

Information on the handling of personal data, especially the purposes for which Get Cars Together processes customer data, as well as data subject rights and contact persons, can be found in our privacy policy at <a href="https://getcarstogether.com/en/privacy-policy/">https://getcarstogether.com/en/privacy-policy/</a>

#### 16. Place of Performance and Jurisdiction

The law of the Federal Republic of Germany shall exclusively apply. The place of jurisdiction for merchants is Kaiserslautern.

#### 17. Severability Clause

If one or more of the preceding provisions are invalid, the validity of the remaining provisions shall not be affected. This also applies if within a provision, one part is invalid, but another part is valid. The invalid provision shall be replaced by an agreement between the parties that comes closest to the economic interests of the contracting parties and does not contradict the contractual agreements in other respects.