



CONCORSO D'ELEGANZA VILLA D'ESTE

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TERMS AND CONDITIONS

1. REGISTRATION

Registration for the Concorso d'Eleganza Villa d'Este (hereinafter referred to as: the "Event") does not automatically mean participation in the Event. Your participation is only confirmed once you have received a written confirmation. If you have submitted a registration for a Historic Car, Concept Car & Prototype or Motorcycle you will receive a confirmation in writing if your vehicle has been accepted after the Selecting Committee has carried out the selection procedure. You will also be informed if your application is unsuccessful.

2. ADMINISTRATIVE FEE

An administrative fee of € 150.00 (plus VAT) applies to Entrants of Historic Cars or Concept Cars & Prototypes. The fee is already included in the entrants' package rate and will be payable when a written confirmation of entry is received.

3. CONSUMER RIGHTS

In accordance with legal requirements and subject to the statutory exceptions outlined below, the contracting party shall have a right of withdrawal for a period of 14 days in the following instances:

- The contract is concluded by a natural person for a purpose that cannot be attributed to either the commercial or independent occupation of the applicant and the contract entered into with BMW AG is a consumer contract as defined by Article 312 section 1 of the German Civil Code (BGB)

and

- The contract was entered into exclusively by means of remote communication (e.g. booking using the Internet, telephone hotline or e-mail) (distance selling regulations pursuant to Article 312c section 1 of the German Civil Code (BGB)) or concluded or initiated away from the premises of BMW AG.

A right of withdrawal does not apply if

- the contract entered into remotely with BMW AG includes a specific date or period for rendering the services owed (e.g. if a specific date is booked at the time of registration),
- the service owed by BMW AG under a contract entered into remotely involves the participation in the Event, thereby involving a travel service pursuant to Article 651a of the German Civil Code (BGB),

or

- the contract initiated or concluded away from the premises of BMW AG relating to a travel service pursuant to Article 651a of the German Civil Code (BGB) is based on a verbal agreement entered into with the consumer/applicant's previous order. Vouchers are automatically invalidated in case of revocation and do not need to be returned to BMW AG. Sending back the vouchers may entail expenses on the part of the sender. Invalidated vouchers shall be destroyed without undue delay and must not be used any longer.

Instructions on withdrawal:

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. If you want to exercise the right of withdrawal, you must inform us (BMW AG, AK -52, Moosacher Straße 66, 80788 Munich, phone: **+49 (0)89 - 127 64 45 27**, fax: **+49 (0)89 - 127 64 45 29**, e-mail:

guest-relation@concorsodeleganzavilladeste.com) of your decision to withdraw from this contract by sending an unequivocal statement of withdrawal (e.g. a letter sent by post, fax or e-mail). You can meet the withdrawal deadline by simply sending your communication about your exercise of the right of withdrawal before the withdrawal period has expired.



Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any Event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of such reimbursement. If you requested the provision of services to start during the withdrawal period (in particular, this also includes you or the person named in the registration coming to and participating in the Event), you shall pay us a reasonable amount that is in proportion to the services that were provided up to the point at which you informed us that you would be exercising your right of withdrawal with regard to this contract, compared with the full coverage of the services in the contract. You will not incur any fees as a result of such reimbursement.

4. WITHDRAWAL BY THE PARTICIPANT (CANCELLATION)

Irrespective of any statutory right of withdrawal, you are entitled to withdraw from this contract at any time before the Event, in accordance with this Article. If you make such a withdrawal, the following cancellation fees shall be charged instead of the participation fee:

- from the date of booking until 61 days prior to the Event:	20 % of the participation fees
- from 60 until 31 days prior to the Event:	30 % of the participation fees
- from 30 until 21 days prior to the Event:	40 % of the participation fees
- from 20 until 15 days prior to the Event:	75 % of the participation fees
- from 14 days prior to the Event or in case of non-attendance without prior notice:	100 % of the participation fees

The Event starts on 24th May 2019. However, you will be entitled to present evidence that BMW AG did not suffer any loss or damage at all or that the loss or damage incurred is less than the cancellation fee charged.

Withdrawals must be made in writing in order to be effective. The time limits set out above refer to receipt of the written statement of withdrawal by BMW AG.

5. POSTPONING AND CANCELLATION BY BMW AG

BMW AG reserves the right to postpone or completely cancel the Event up to 40 days prior to the scheduled start of the Event owing to reasons that prevent the Event from being held. If this is the case, the participation fee shall be reimbursed completely. However, any further claims shall herewith be excluded.

6. DUE DATE FOR PAYMENT OF THE PARTICIPATION PRICE

The invoice will be issued by BMW AG and must be paid on receipt by bank transfer or credit card. The amount is due 14 days after receipt of the invoice without further notice, provided that an insurance certificate pursuant to Article 651k section e of the German Civil Code (BGB) has been issued. If the participant fails to make the payment in time, BMW AG will send a reminder requesting immediate payment. If BMW AG has not received the due amount by seven days prior to the Event, BMW AG reserves the right to cancel the participation and charge 100% of the participation fee, unless a person is available as a replacement.

7. TRAVEL INSURANCE

You are responsible for your own travel insurance.

8. ANIMALS

Please note that dogs and other animals are not permitted in the grounds of the of Villa Erba or Villa d'Este during the Event from Friday 24th May to Sunday 26th May 2019. We would appreciate your cooperation in this matter.

9. APPLICABLE LAW AND JURISDICTION

Without prejudice to mandatory consumer protection laws, the applicable law for any disputes arising from or in connection with the Event or these Regulations shall be exclusively the law of the Federal Republic of Germany. The exclusive place of jurisdiction for all present and future claims arising from the business relationship with traders and businesspeople shall be Munich. This place of jurisdiction shall also apply in the Event that the participant is not subject to general jurisdiction in the domestic country or, after conclusion of the contract, transfers his or her place of domicile or habitual residence to a foreign country, or if his or her place of domicile or usual residence is unknown at the time a legal claim is filled.



10. TAX

The Legislative Decree No. 16, dated 2nd March 2012, Art. 2 Section 6, based on statutory regulations in Italy, provides for all business transactions relevant for value added tax in Italy being registered with the Italian Tax Office. The following data are required for this purpose:

- All private persons subject to tax in Italy must state their tax number on the registration form because this must be included on the invoice by BMW AG.
- In the case of all other foreign private persons, BMW AG requires their personal data such as full name, date of birth and address. These data will also be included on the invoice by BMW AG.
- All companies must state their VAT number on the registration form because this must be included on the invoice by BMW AG.

11. NOTE ON IMAGE RECORDING

We draw your attention to the fact that we and/or third parties commissioned by us will take photographs and/or make video recordings in connection with the Concorso d'Eleganza Villa d'Este. In accordance with applicable data protection law, we will use the recordings that are created for reporting, general public relations work and documentary purposes in different media. Should you not wish to have photos taken and published of yourself, you can object to this at any time by sending an e-mail to guest-relation@concorsodeleganzavilladeste.com

12. DATA PROTECTION NOTICE

BMW shall provide certain services to the guests and interested persons of the Concorso d'Eleganza Villa d'Este and is responsible for data processing in this context.

The following data categories are processed as part of concluding a contract:

- Contact details (surname, first name, address, e-mail address, telephone number etc.)
- Event-related data (booked package, arrival and departure dates, payment method, special requests etc.)
- Personal data of the accompanying person (name, arrival and departure dates, special requests etc.)
- If applicable, details of the submitted Historic Car, Concept Car or Motorcycle (owner, previous owner, serial number, history, covered value of the vehicle etc.)

The contract data are automatically deleted 1 year after the contract has expired; financial transactions are deleted after 10 years in accordance with legal provisions.

BMW and BMW partners use your personal data to contact you in connection with the processing of contracts related to the Concorso d'Eleganza Villa d'Este. For all aspects of processing contracts or requests, we will contact you without obtaining separate consent, e.g. in writing, by telephone, messaging services, or e-mail, depending on the contact media you specified. As an individual whose data are subject to processing, you may assert certain rights against us in accordance with the GDPR and other relevant data protection regulations. In accordance with the GDPR, you are entitled e.g. to the right to access, to rectify and to erase your data (Art. 15-21 GDPR).

If you have any questions about the way we use your personal data, please contact the Guest Relations Team of the Concorso d'Eleganza Villa d'Este (by e-mail: guest-relation@concorsodeleganzavilladeste.com or by calling +49 (0)89 - 127 64 45 27).

Please refer to the detailed information about data processing at our website www.concorsodeleganzavilladeste.com/privacy-policy

13. MARKETING COMMUNICATIONS

If you would like to receive marketing communications from BMW, you agree that BMW AG (Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich) can process and use the personal data you have provided (e.g. contact and personal details such as interests) for customer care and for selected communication of BMW Classic product and service information related to the Concorso d'Eleganza Villa d'Este and for market research.

You are able to revoke your submitted declarations of consent to BMW AG at any time with effect for the future by sending an e-mail to address guest-relation@concorsodeleganzavilladeste.com or by calling **+49 (0)89- 127 64 45 27** (Mon.–Fri. from 09.00 to 18.00). After complete revocation, your data will no longer be processed and you will no longer receive marketing communications. Using the specified communication channels, you are furthermore able to request information about your data stored at BMW AG as well as the correction, deletion or blocking of your personal data. Further details relating to the processing of your personal data by BMW AG and your rights can be found online in the privacy policy (www.concorsodeleganzavilladeste.com/privacy-policy).



14. OUT-OF-COURT DISPUTE RESOLUTION

Irrespective of our involvement with any alternative dispute resolution process, we are legally obliged to notify you that the European Commission has set up a platform for online dispute resolution (ODR). This platform is for the out-of-court settlement of disputes arising in the context of consumer law. The platform can be found at **ec.europa.eu/consumers/odr/**

BMW AG will not engage in any dispute resolution procedures before a consumer conciliation board as defined by the VSBG (legislation governing dispute resolution in the context of consumer law), nor is it obliged to do so.

Our e-mail address is: **guest-relation@concorsodeleganzavilladeste.com**