

General terms and conditions governing the Driving Experiences offered by Porsche Italia S.p.A. at the Porsche Experience Center Franciacorta.

Article 1 Purpose - Scope

1.1 These General Terms and Conditions (hereinafter referred to as "**Terms**") shall govern the sale of the "Porsche Owner", "Co-Pilot", "Tasting" and "Special Experiences" products (hereinafter referred to as the "**Driving Experiences**") offered by Porsche Italia S.p.A, with registered office in Padua, Corso Stati Uniti, 35, tax identification number 02344000282 and VAT registration number 03554090286 (hereinafter referred to as "**PIT**"), on the website at <https://www.shop.porsche-franciacorta.it> (hereinafter referred to as the "**Website**"). PIT shall reserve the right to amend, at any time and at its sole discretion, these Terms and the content and methods of delivery of the Driving Experiences. Any changes made hereto shall become effective at the time of their publication on the Website.

1.2 These Terms, in the version in force at the time of purchase, shall form an integral part of the contract entered into with the customer (hereinafter referred to as the "**Customer**") concerning one or more Driving Experiences and shall apply to the relevant relationships, unless otherwise specified in the special conditions of the contract. No exceptions shall apply to these Terms unless expressly approved in writing by PIT. Any verbal agreements and/or amendments to these Terms shall be considered to be binding only if acknowledged in writing by PIT. Customer expressly acknowledges and agrees that in the event of any conflict between any general conditions submitted by Customer to PIT and these Terms, the latter shall prevail.

1.3 Use of the Website implies tacit acceptance of these Terms, in the version in force at the time of purchase, which shall, therefore, be considered as read, understood and accepted by Customer.

Article 2 Purchase Order and Acceptance by PIT

2.1 Driving Experiences may be purchased only through the Website. The purchase of Driving Experiences shall be subject to the Driving Experience's user – who does not need be the Customer (hereinafter referred to as "User") – providing his or her details and specifying the day and time when the Driving Experience, among those availables, is to be delivered. The Customer may choose to specify the person and/or the date on which the Driving Experience is to be delivered at a later date after the purchase. In this case, he/she will purchase the Driving Experience according to the "Voucher" system as detailed in Article 4 below.

2.2 The purchase order shall become binding on the Customer after its confirmation, to be made by clicking on "Book now" displayed on the summary page of the purchase order itself. Once the Customer confirms his/her order by clicking on "Book now", the purchase order may no longer be changed.

2.3 The purchase order made by the Customer shall be considered as accepted by PIT, and, therefore, the purchase agreement shall be considered as entered into by and binding on both parties upon the the purchase

order price being successfully debited to the Customer's credit or debit. The Customer will then receive an email confirming the purchase of the Driving Experience.

Article 3 Price and payment

3.1 Applicable prices shall, for each Driving Experience, be those stated in PIT's price list in effect at the time of the purchase order. All prices are shown in EUR (€), inclusive of VAT.

3.2 Payment shall be made by debiting the Customer's credit card or debit card upon completion of the purchase order.

3.3 If the credit or debit card is not valid, does not have an adequate limit to cover the payment, is not enabled for remote payment or does not at any rate allow the price to be settled in full, then the order shall be rejected and the purchase agreement shall not be executed.

Article 4 Voucher system

4.1 If the Customer intends to proceed with the purchase of a Driving Experience establishing the date of use thereof at a later time than the time at which he/she places the purchase order and/or to transfer it to a third party yet to be named, then the Customer may use the "voucher" system (hereinafter the "**Voucher**").

4.2 Vouchers can be purchased exclusively on the Website and shall be valid for 1 (one) year from the date of acceptance of the Voucher purchase order pursuant to Article 4.3 below. When placing the purchase order for the Voucher, the Customer may extend its validity from 1 (one) year to 2 (two) years, subject to payment of a surcharge of 20% of the purchase price of the relevant Driving Experience. In order that a Voucher may be purchased, the Customer shall be required to specify the chosen Driving Experience. The User's details or the day or time of the Driving Experience do not need to be provided in order to proceed with the purchase.

4.3 The purchase order of the Voucher shall become binding on the Customer after its confirmation, to be made by clicking on "Book now" displayed on the summary page of the Voucher purchase order itself. Once the Customer confirms his/her order by clicking on "Book now", the Voucher purchase order may no longer be changed.

4.4 The Voucher purchase order made by the Customer shall be considered as accepted by PIT, and, therefore, the purchase agreement shall be considered as entered into by and binding on both parties upon the the purchase order price being successfully debited to the Customer's credit or debit. The Customer will then receive an email confirming the purchase of the Voucher, containing the code to be used to proceed with the booking of the chosen Driving Experience.

4.5 Upon receipt of the code referred to in Article 4.4 above, the Customer and/or User must access the Website and proceed in accordance with the provisions of Article 2 above, providing the User's details and specifying the day and time at which the Driving Experience is to be delivered, choosing from among those

available. At the time of booking, the code received as the chosen method of payment must be entered. The Customer will receive an email confirming the booking.

4.6 The Voucher cannot be used to book a Driving Experience for a date later than the Voucher validity date.

Article 5 Changes made by the Customer after acceptance of the purchase order - Consumer's right to opt out

5.1 The Customer shall have the right to opt out of the purchase order up to 30 days prior to the date of the Driving Experience specified in the purchase order.

PIT shall, within the next 30 days, make the refund by the same method of payment used by Customer for the initial transaction, unless the Customer has expressly agreed otherwise with PIT and provided that PIT shall not incur any additional costs as a result of any such different method of refund.

5.2 From the 29th day prior to the date of the Driving Experience set out in the purchase order and:

- until the 3rd day before the date of the Driving Experience set out in the purchase order – if the Client has purchased a "Tasting", "Co-pilot" or "Special" Driving Experience, or
- until the day before the date of the Driving Experience set out in the purchase order – if the Client has purchased a "Porsche Owner" Driving Experience,

the Customer may not opt out, but he/she may, on a one-time basis, change the date of the Driving Experience set out on the Purchase Order, provided that that date chosen by the Customer is no later than 31st December of the year following the one during which the right of benefitting of the driving Experience was arisen. Should not the Customer show up to the Experience within the new date of their choosing, the Customer's right to make use of the Experience will terminate.

5.3 Pursuant to the Consumer Code under Legislative Decree No. 206/2005, if the Customer is a consumer, in addition to opting out as per Article 5.1 above, he/she may exercise this right within 14 days after the date of purchase of the service, even when the experience is due to take place in less than 30 days.

5.4 In the event of a Voucher purchase, the Customer and/or User may, as set out in Article 5.2 above, change the date of the Driving Experience as well as the beneficiary thereof and/or the type of Driving Experience among those available. Any change of date shall not be made after the expiry date of the Voucher itself.

5.5 Failure by the Customer and/or the User to show up on the prearranged date and time for the purchased Driving Experience shall not, under any circumstances, entitle the Customer and/or the User to a refund of the price paid, nor to any further indemnity and/or compensation.

5.6 The Customer may cancel the purchase order and make the changes referred to in this Article by logging on to the Website or by contacting PEC by telephone using the contact details set out at the end of these Terms. In any case, confirmation of any such change shall be provided to the Customer and/or User by email.

Article 6 Force majeure and PIT changes to driving experiences after purchase order acceptance.

6.1 PIT shall, including after acceptance of the purchase order, reserve the right to change the terms and conditions of the Driving Experiences purchased by the Customer if force majeure events occur, including, but not limited to, wars, riots, trade union activities such as strikes and slowdowns, lockouts, acts of government, fire, natural disasters, exceptional weather conditions, pandemics and their consequential effects, as well as any other unforeseeable event that is beyond the reasonable control of PIT, which may delay and/or hinder, in whole or in part, the appropriate fulfilment of the obligations undertaken, giving notice to the Customer. In any case, PIT may not be held responsible in the event of total or partial non-fulfilment of its obligations should one or more of the above events occur.

Article 7 Withdrawal and Termination by PIT

7.1 PIT shall be entitled to withdraw from the agreement due to objective and justified reasons within 7 days before the start of the booked Driving Experience. In the event of termination by PIT, the Customer shall only be entitled to a refund of the price of the Driving Experience purchased, with any further indemnity and/or compensation being hereby waived.

7.2 PIT shall, moreover, reserve the right to terminate the agreement in the light of the individual circumstances and evaluating the interests of both parties, if it deems that the agreement cannot be reasonably performed. This applies in particular if, despite adequate and reasonable warning by PIT, delivery of the Driving Experience is continuously interrupted by the Customer and/or User or if Customer is found to be in breach of any of his/her obligations hereunder.

Article 8 Special conditions governing Driving Experiences

8.1 Delivery of the Driving Experience purchased shall be subject to full acceptance and timely compliance by the Customer and/or Voucher recipient with these Terms, the Rules and the special conditions specific to each Driving Experience. The Customer is aware that these are dangerous activities. Failure by the Customer and/or the User to comply with even one of the obligations set forth thereunder shall result in PIT's right to terminate forthwith any Driving Experience that may be in progress and to bar such persons from entering the PEC in the future, without prejudice to the right to seek compensation for damages.

8.2 Where as part of an offered Driving Experience the User drives a vehicle himself/herself, he/she must be in possession of a valid ID and a valid driver's license and must declare on site that he/she is not serving any driving ban period. The original driver's license and ID card must be produced on the day of the event and prior to the start of the Experience offered.

Providing a Porsche vehicle to the Customer and/or User shall require the latter to sign a vehicle rental agreement with a deductible in the amount of €3,875 to cover any damage.

8.3 Unless otherwise agreed in writing, all Driving Experiences shall take place in Italy, within the PEC.

Article 9 Selling or assigning the Experiences offered

Assigning in any way a Driving Experience for a consideration shall be expressly prohibited. In case of unauthorised intermediation, assignment or sale of Driving Experiences, PIT shall reserve the right to inflict a penalty of € 500,00 for each unauthorised intermediation, assignment or sale of Driving Experiences, without prejudice to the right to seek greater damages and to deny access to the Customer and/or User of the Driving Experience assigned in breach of this Clause.

Article 10 Image and sound recordings

The Customer and/or User are entitled to make recordings of images and sounds and other optical or audio-visual recordings, including the use of smartphone cameras, solely for personal purposes, unless otherwise agreed in writing with PIT. Any such written agreement must be shown by the Customer and/or User at all times to the staff of the Porsche Experience Center, if requested.

Article 11 Data protection

The data required for the business transaction shall be stored, processed and used exclusively for contract performance purposes. All personal data shall be processed confidentially and shall not be disclosed to third parties.

Article 12 Offsetting

The buyer shall be entitled to offset amounts owed by PIT against amounts due to PIT only subject to PIT's consent.

Article 13 Miscellaneous provisions

Nullity of a single clause shall not cause the entire agreement to be invalid. The business relationship between the Customer and/or the User and PIT shall be governed exclusively under Italian law.

Article 14 Place of jurisdiction

Any dispute relating to the validity, effectiveness, interpretation, performance and/or termination of this agreement shall:

- Be submitted to the court of the place where the Customer has his/her residence or domicile if the Customer qualifies as a consumer under Legislative Decree 206/2005;

- Be submitted to the exclusive jurisdiction of the Court of Padua if the Customer does not qualify as a consumer under Legislative Decree 206/2005.

Article 15 Clause 231

It should be noted that PIT has adopted an Organisation, Management and Control Model (hereinafter the "Model") and a Code of Ethics, pursuant to Legislative Decree 231/2001. The Customer represents that he/she has read, knows, accepts and undertakes to comply – and shall, pursuant to Section 2049 of the Italian Civil Code, cause his/her employees to comply – with the Model and the Code of Ethics adopted by PIT as pursuant to Legislative Decree 231/2001 and as published on the website at www.porsche.it.

Violation by the Customer and/or the User of the behavioural and procedural rules set forth in the Model and the Code of Ethics shall constitute a breach of contract and sanctions of varying degrees depending on the severity of any such violation may be inflicted, such as a warning, the application of a penalty, or immediate contract termination pursuant to Section 1456 of the Italian Civil Code, without prejudice, however, to any other remedy at law, including the right to compensation for any damages suffered.

Article 16 Contact details

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email: info@porsche-franciacorta.it