

General Terms and Conditions for Driving Experiences Offered by Porsche Italia S.p.A. at the Porsche Experience Center Franciacorta

Article 1 – Purpose and Scope of Application

1.1 These general terms and conditions (hereinafter referred to as the "Terms") govern the sale of the products "Porsche Owner", "Co-Pilot", "Tasting", and "Special Experiences" (hereinafter collectively referred to as the "Driving Experiences") offered by Porsche Italia S.p.A., with registered office in Padua, Corso Stati Uniti No. 35, Tax Code 02344000282 and VAT No. 03554090286 (hereinafter referred to as "PIT"), through the website <https://www.porsche-franciacorta.it> (hereinafter referred to as the "Website"). PIT reserves the right to amend, at any time and at its sole discretion, these Terms, as well as the content and modalities of the Driving Experiences. Any such amendments shall become effective upon their publication on the Website.

1.2 These Terms, in the version in force at the time of purchase, shall constitute an integral part of the contract entered into with the customer (hereinafter referred to as the "Customer") for one or more Driving Experiences and shall apply to the relevant contractual relationship, unless otherwise provided in the specific terms of the contract. No derogation from these Terms shall be permitted unless expressly approved in writing by PIT. Any verbal agreements and/or amendments to these Terms shall be binding only if confirmed in writing by PIT. The Customer expressly acknowledges and accepts that, in the event of any conflict between the general terms proposed by the Customer and these Terms, the latter shall prevail in all cases.

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 deemed read, understood, and accepted by the Customer.

Article 2 – Purchase Order and Acceptance by PIT

2.1 Driving Experiences may be purchased exclusively through the Website. The purchase is subject to the indication, at the time of placing the order, of the details of the beneficiary of the Driving Experience, even if different from the Customer (hereinafter referred to as the "Participant"), as well as the date and time selected from those available. Should the Customer wish to designate the Participant and/or the date of the Driving Experience at a later time, the Customer may purchase the Driving Experience in the form of a "Voucher", as further described in Article 4 below.

2.2 The purchase order becomes binding on the Customer upon confirmation by clicking the "Book Now" button on the order summary page. Once the Customer confirms the order by clicking "Book Now", the order can no longer be modified.

2.3 The purchase order submitted by the Customer shall be deemed accepted by PIT, and the purchase contract concluded and binding on both parties, upon successful debit of the purchase price from the Customer's credit or debit card. The Customer shall subsequently receive a confirmation email of the Driving Experience purchase.

Article 3 – Price and Payment

3.1 The applicable prices are those listed for each Driving Experience in PIT's price list in force at the time of the purchase order. All prices are stated in Euros and include VAT.

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

3.3 If the credit or debit card is invalid, lacks sufficient funds, is not authorized for remote payments, or in any other case where full payment cannot be processed, the order shall be rejected and the contract shall not be concluded.

Article 4 – Voucher

4.1 Should the Customer wish to purchase a Driving Experience without immediately specifying the date of use and/or to transfer it to a third party yet to be designated, the Customer may opt for the "Voucher" modality (hereinafter referred to as the "Voucher").

4.2 The Voucher may be purchased exclusively through the Website and shall be valid for one (1) year from the date of acceptance of the Voucher purchase order pursuant to Article 4.3 below. At the time of placing the Voucher order, the Customer may extend its validity from one (1) year to two (2) years by paying a surcharge equal to 20% of the purchase price of the selected Driving Experience. The purchase of the Voucher requires only the indication of the selected Driving Experience (e.g., "Tasting", "Co-Pilot", "Special Experience", etc.) and the amount (the "Voucher Amount") that the Customer intends to allocate to cover, in whole or in part, the final cost of the Driving Experience (the "Experience Cost"). The Experience Cost shall be determined at the time of booking, based on the vehicle selected from those available, and subject to any updates to the price list of Driving Experiences and available vehicles. The Customer is not required to indicate the Participant's details, nor the date or time of the Driving Experience, at the time of purchasing the Voucher.

4.3 The Voucher purchase order becomes binding on the Customer upon confirmation by clicking the "Book Now" button on the order summary page. Once the Customer confirms the order by clicking "Book Now", the order can no longer be modified.

4.4 The Voucher purchase order shall be deemed accepted by PIT, and the purchase contract concluded and binding on both parties, upon successful debit of the purchase price from the Customer's credit or debit card. The Customer shall subsequently receive a confirmation email of the Voucher purchase, containing the code to be used for booking the selected Driving Experience.

4.5 To redeem the Voucher, upon receipt of the code referred to in Article 4.4 above, the Customer and/or the Participant must access the Website and proceed as set forth in Article 2, indicating the Participant's details and the date and time selected from those available. At the time of booking, the received code must be entered as the chosen payment method. The Customer shall receive a confirmation email of the booking.

4.6 The Voucher may not be used to book a Driving Experience for a date beyond its validity period.

4.7 In order to redeem the Driving Experience, if there is a discrepancy between the Voucher Amount and the Experience Cost, the Participant or the Customer shall pay PIT the difference. If the price list of Driving Experiences has changed since the date of Voucher purchase, the Customer shall have the right to withdraw from the contract and receive a full refund of the amount paid.

Article 5 – Amendments by the Customer Following Acceptance of the Purchase Order – Consumer's Right of Withdrawal

5.1 The Customer shall have the right to withdraw from the purchase order up to thirty (30) days prior to the scheduled date of the Driving Experience as indicated in the purchase order. PIT shall process the refund within thirty (30) days thereafter, using the same payment method employed by the Customer for the original transaction, unless the Customer has expressly agreed otherwise with PIT and provided that PIT does not incur any additional costs as a result of the alternative refund method.

5.2 From the twenty-ninth (29th) day prior to the scheduled date of the Driving Experience as indicated in the purchase order and:

- up to the third (3rd) day prior to said date, in the case of Driving Experiences categorized as "Tasting", "Co-Pilot", or "Special Experiences"; or
- up to the day immediately preceding said date, in the case of Driving Experiences categorized as "Porsche Owner";

the Customer shall no longer be entitled to withdraw from the contract but may, on a one-time basis, reschedule the Driving Experience to a new date, provided that such new date does not fall later than December 31 of the calendar year following the year in which the right to enjoy the Driving Experience arose. Should the Customer fail to attend the Driving Experience by the rescheduled date, the right to participate shall be forfeited.

5.3 Pursuant to Legislative Decree No. 206/2005 (Consumer Code), where the Customer qualifies as a consumer, the right of withdrawal may also be exercised within fourteen (14) days from the date of purchase of the service, even if fewer than thirty (30) days remain before the scheduled date of the Driving Experience.

5.4 In the event of a Voucher purchase, the Customer and/or the Participant may, within the timeframes set forth in Article 5.2 above, modify not only the date of the Driving Experience but also the designated recipient and/or the type of Driving Experience, among those available. Any change to the date must fall within the validity period of the Voucher.

5.5 Failure by the Customer and/or the Participant to appear on the scheduled date and time for the Driving Experience shall not entitle the Customer to any refund of the amount paid, nor to any other form of compensation or indemnity.

5.6 The Customer may cancel the purchase order and make the amendments referred to in this Article either by accessing the Website or by contacting the PEC by telephone using the contact details provided at the end of these Terms. In all cases, confirmation of the amendment shall be sent to the Customer and/or the Participant via email.

Article 6 – Force Majeure and Amendments by PIT to Driving Experiences Following Acceptance of the Purchase Order

6.1 Following acceptance of the purchase order, PIT reserves the right to amend the terms and conditions of the Driving Experiences purchased by the Customer in the event of force majeure, including but not limited to war, civil unrest, labor actions such as strikes or slowdowns, lockouts, acts of governmental authorities, fires, natural disasters, exceptional weather conditions, pandemics and their consequences, or any other unforeseeable event beyond PIT's reasonable control that may delay or render impossible, in whole or in part, the timely performance of its contractual obligations. PIT shall notify the Customer accordingly. In any such case, PIT shall not be held liable for any total or partial failure to perform its obligations due to the occurrence of one or more of the aforementioned circumstances.

Article 7 – Withdrawal and Termination by PIT

7.1 PIT shall have the right to withdraw from the contract for objectively valid and justified reasons up to seven (7) days prior to the commencement of the scheduled Driving Experience. In the event of withdrawal by PIT, the Customer shall be entitled solely to a refund of the purchase price of the Driving Experience, expressly excluding any other form of compensation or indemnity.

7.2 PIT further reserves the right to terminate the contract, taking into account the specific circumstances and the interests of both parties, where it is no longer reasonably able to perform the contract. This shall apply in particular where, despite adequate and reasonable warning by PIT, the Driving Experience is continuously disrupted by the Customer and/or the Participant, or where the Customer or Participant fails to comply with any of the obligations imposed under these Terms.

Article 8 – Special Conditions Applicable to the Driving Experience

8.1 The provision of the Driving Experience is subject to the full acceptance and strict compliance by the Customer and/or the Voucher recipient with these Terms, the applicable Regulations, and the specific conditions governing each Driving Experience. The Customer acknowledges that the Driving Experience involves inherently hazardous activities. Any breach by the Customer and/or the Participant of even a single obligation set forth in the aforementioned documentation shall entitle PIT to immediately terminate the Driving Experience in progress and to prohibit future access to the PEC by such individuals, without prejudice to PIT's right to claim damages.

8.2 In Driving Experiences where the Participant personally operates a vehicle, the Participant must hold a valid identity document and a valid driver's license, and must declare on-site that they are not subject to any driving prohibition. The original driver's license and identity document must be presented on the day of the event and prior to the commencement of the Driving Experience. Provision of a Porsche vehicle to the Customer and/or Participant requires the Participant to sign a rental agreement for the vehicle, which includes a deductible of €3,875 for any potential damages.

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

Article 9 – Resale or Transfer of the Driving Experiences

The resale or transfer of Driving Experiences for consideration is strictly prohibited. In the event of unauthorized brokerage, transfer, or sale of Driving Experiences, PIT reserves the right to impose a penalty of €500.00 for each such unauthorized transaction, without prejudice to its right to claim further damages. PIT also reserves the right to deny access to the Customer and/or the Participant of the Driving Experience that has been transferred in violation of this Article.

Article 10 – Image and Sound Recordings

The Customer and/or the Participant are permitted to make image and sound recordings, including optical or audiovisual recordings (e.g., using smartphone cameras), solely for personal use, unless otherwise agreed in writing with PIT. Such written agreement must be presented by the Customer and/or Participant to the staff of the Porsche Experience Center upon request.

Article 11 – Data Protection

The data required for the commercial transaction shall be stored, processed, and used exclusively for the purpose of executing the contract. All personal data shall be treated confidentially and shall not be disclosed to third parties.

Article 12 – Set-Off

The purchaser may offset any claims against PIT only with PIT's express consent.

Article 13 – Miscellaneous

The invalidity of any single contractual clause shall not affect the validity of the entire contract. The contractual relationship between the Customer and/or the Participant and PIT shall be governed exclusively by Italian law.

Article 14 – Jurisdiction

Any dispute concerning the validity, effectiveness, interpretation, performance, and/or termination of this contract shall be subject to:

- the jurisdiction of the court of the Customer's place of residence or domicile, if the Customer qualifies as a consumer pursuant to Legislative Decree No. 206/2005;
- the exclusive jurisdiction of the Court of Padua, if the Customer does not qualify as a consumer under the aforementioned decree.

Article 15 – Compliance with Legislative Decree 231/2001

PIT has adopted an Organizational, Management and Control Model (the "Model") and a Code of Ethics pursuant to Legislative Decree No. 231/2001. The Customer declares to have read, understood, and accepted the Model and the Code of Ethics, and undertakes to comply with them – also on behalf of its employees pursuant to Article 2049 of the Italian Civil Code. The Model and the Code of Ethics are published on the website www.porsche.it. Any breach by the Customer and/or the Participant of the behavioral and procedural rules set forth in the Model

and the Code of Ethics shall constitute a contractual breach and may result in the imposition of sanctions of varying severity depending on the seriousness of the breach, including warnings, penalties, or immediate termination of the contractual relationship pursuant to Article 1456 of the Italian Civil Code, without prejudice to any other legal remedies, including the right to compensation for damages.

Article 16 – Contact Information

Porsche Experience Center Franciacorta
25030 Loc. Bargnana, Castrezzato (BS)
Italy
Email: info@porsche-franciacorta.it