

OPC Performance Training

Dates: 8. Mai 2010 | 10. Juli 2010 | 25. September 2010



Registration (please print)

www.opel.de Fax 0 61 42 - 76 30 06 Hotline 0 18 05 - 55 10 (14 cent/min. for calls from German landlines, maximum charge from mobile phone: 42 cent/min.)

Preferred date

Alternate dates

Applicant (invoice address)

Family name, first name

Street address

Postal code/ city/ country

Date of birth

Telephone (daytime)/ mobile telephone

Fax/ e-mail

Driving license no., date/place of issue

Vehicle brand/type/model

- Send documents to applicant
 I would like a voucher

Participant (if not identical with applicant)

Family name, first name

Street address

Postal code/ city/ country

Date of birth

Telephone (daytime)/ mobile telephone

Fax/ e-mail

Driving license no., date/place of issue

Vehicle brand/type/model

- Send documents to participant

Payment options

- Visa
 Master Card

Card no.:

Valid until:

- Customer Care Voucher Code _____

- Bank transfer

Account number: **701 747 032**
Bank ID code: **551 900 00**
Name of banking institute: **Mainzer Volksbank e. G.**
BIC-Code: **MVBMDE55**
IBAN-Nr.: **DE79 5519 0000 0701 7470 32**

Right of withdrawal

Participants / applicants may withdraw their applications in writing (letter, fax, email) within two weeks without giving any reasons. The withdrawal period begins with receipt of this notice. In order to safeguard the withdrawal period it is sufficient to send the withdrawal in time.

The withdrawal is to be addressed to:

Adam Opel GmbH
PKZ C4-02
65423 Rüsselsheim
Fax: +49 (0)6142 763006
E-Mail: opc.training@de.opel.com

Location/date

Signature of the applicant

Conditions of participation

I acknowledge the attached conditions of participation, including the liability provisions (paragraph 9). The contract is not effective until confirmed in writing by Adam Opel GmbH. The participation fee becomes due upon receipt of this confirmation. In the case of non-payment 10 days before the start of the event, the participant will be excluded.

Location/date

Signature of the applicant

Privacy

I agree to my data (where relevant to the realization of the OPC Performance Training event) being passed on to our data processing services in the USA exclusively for the collecting and processing purposes of Adam Opel GmbH – which will be in full compliance with the applicable legal provisions for the protection of personal data. Furthermore, I agree to my data being used, in compliance with the legal data protection provisions, for the customer service purposes of Adam Opel GmbH.

Location/date

Signature of the applicant

Conditions of participation OPC Performance Training

1. Type of event

- a) Adam Opel GmbH (named „Opel“ in the following) offers the participants a safety seminar on grounds that are normally not open to individual traffic during the event (Opel test centre in Dudenhofen).
- b) The event serves the purpose of improving driving ability and not the achieving of maximum speeds.

2. Goals of the event

- a) Improvement of driving ability
- b) Safe control of one's own vehicle (interplay of person – automobile – road)
- c) Promotion of safety awareness. Enhancement of technical skills

3. Insurance and liability of the participant

- a) While driving, a motor passenger personal accident insurance policy with the following benefits apply for the participants: – 31,000.– EUR upon death of the participant – 62,000.– EUR for disability of the participant
- b) Participation with provided vehicles. The vehicles provided are covered by liability insurance for driving on the route specified by the instructor during the course under instruction of the instructors from the start to the finish of the event. The participants are also covered as if comprehensive coverage including collision without deductibles existed. The participants are liable in the event of wilful intent or gross negligence. Any damage to the vehicles is to be reported without delay to the responsible instructor or course leader.
- c) Access to the Opel test grounds is not permitted for bystanders not registered as participants or persons accompanying the participants; no liability is assumed. Because the team dedicates itself intensively to the participants on location during the events, it is not possible to look after bystanders and persons accompanying the participants.

4. Registration for participation/right to participate/participation prerequisites

- a) Participation in the training is only permitted for holders of a valid driving license. The participant is obligated to allow his driving license to be viewed on the day of the event prior to the start.
- b) The number of participants is limited to 36 per event.
- c) Registration can only be carried out with the accompanying registration form. Registrations will be considered in the order of their receipt. Opel will confirm the right to participate of those chosen with a registration confirmation within two weeks following receipt and reserves the right to consider the minimum number of participants.
- d) The prerequisite for carrying out the respective events is a minimum of 24 participants. If this number of participants is not achieved and the event therefore does not take place, Opel will inform the registered participants of this in writing no later than 14 days prior to the start of the event. In such cases a date for an alternative event will be promptly agreed upon with the participants. If it is not possible to find an appropriate date, the participants will have their participation fee reimbursed.

5. Participation fee

The participation fee for the events is 480.- EUR incl. VAT. The participant will receive an invoice for the participation fee accompanying the confirmation of registration at the address provided. The participation fee is due upon receipt of the registration confirmation/invoice. The payment arrangements are the responsibility of CONTEAM GmbH, Mainz on behalf of Adam Opel GmbH. The participation fee is payable in advance. The following payment methods are possible:

- a) Direct debit (only within Germany). To this purpose it is necessary to provide the bank details, bank identification code and account number on the registration form.
- b) Credit card payment (MasterCard, Visa, American Express). To this purpose it is necessary to provide the credit card number with the duration of validity on the registration form. Participation is no longer possible if payment is not received 10 days prior to the respective event.

6. Cancellation

The following cancellation lump sum will be charged if the participant cancels his/her registration:

- In the event of cancellation 45 days or more prior to the event: 50.- EUR
- In the event of cancellation from the 45th to the 14th day prior to the event: 50 %
- In the event of cancellation between 14 and 5 days prior to the event: 75 %
- In the event of cancellation 5 days or less prior to the event: 100 % Cancellation of the registration must be made in writing or by fax. Decisive for the punctuality of the cancellation is its receipt; insofar as the cancellation is carried out by fax, the transmission must be made to the fax number provided on the registration form. Replacement participants may be named, insofar as they also satisfy the prerequisites for participation (valid driving license). The replacement participant must declare his/her agreement with these conditions of participation prior to the start of the event in writing on a form provided by Opel.

7. Costs

The following costs are covered by the participation fee:

- a) Route rental and preparation
- b) Instructor costs
- c) Costs for theoretical and practical driving training, meals (lunch/beverages), route and organisational material. Travel to and from the event location is to be organised and paid for by the participant.

8. Safety regulations/decisional authority of instructors/exclusion from participation

Participants are obligated to always wear safety belts while driving. The participants are always obligated to wear clothing and shoes appropriate for the athletic nature of the event and that do not hinder the participant in driving the vehicle (e.g. shoes with high heels, etc.) The instructions of the instructors must be followed unconditionally. The consumption of alcohol prior to or during the training is prohibited. The usage of mobile telephones while driving is also strictly prohibited. The bringing of photographic instruments or mobile phones with cameras into the Opel test centre is not permitted. Such devices must be left with the Opel factory security upon entry into the Opel test centre in Dudenhofen. Opel reserves the right to exclude individual participants from the event when these do not obey the instructions of the instructors or of the Opel factory security or in any other way endanger themselves or third parties. In such cases the participation fee will not be reimbursed.

9. Contractual and non-contractual liability of Opel

- a) The contractual liability of Opel for damages that do not involve bodily harm are limited to three times the participation fee:
 1. when damage to the participant was caused neither through the wilful intent nor gross negligence of Opel and/or
 2. when Opel is only responsible for damage to the participant due to the fault of a service provider.
- b) For all non-contractual claims for compensation for damages made against Opel, especially involving unauthorised actions, that are not due to wilful intent or gross negligence, Opel assumes liability for property damage to an amount of three times the participation fee, insofar as these are principally identical to the contractual claims for compensation for damages named under 9.a.
- c) A claim for compensation for damages against Opel extending beyond the liability limitations named under 9.a and b is limited or excluded because, on the basis of international agreements or of such relevant legal provisions that are applicable for the services to be provided by a service provider, a claim for compensation for damages made against the service provider can only be enforced in accordance with certain prerequisites or limitations or is excluded pursuant to certain prerequisites.
- d) Personal liability of the legal representatives, auxiliary persons or employees of Opel is excluded for damages caused by them due to ordinary negligence.

10. Exclusion of claims and statute of limitations

- a) Contractual claims due to the contractual non-fulfilment of the event must be enforced against Opel in writing within one month following the planned conclusion of the event according to the contract, or are otherwise excluded. Upon expiration of the deadline, the previously named claims can only then be enforced when the participant was prevented from meeting the deadline through no fault of his/her own.
- b) The deadline named under 10.a also applies for non-contractual claims (see 9 b), especially resulting from unauthorised activity (except for wilful intent) insofar as they are principally identical with the contractual claims named under 9 a.
- c) Claims may not be based on the fact that the event is carried out by instructors other than those previously announced.
- d) All claims from this contract are subject to a statute of limitations of three years.

11. Instructions of withdrawal/Right of withdrawal

The participant/applicant may withdraw his/her registration within a period of two weeks in written form (letter, fax, e-mail) without providing reasons. The period begins no later than the receipt of these instructions. The timely sending of the withdrawal is sufficient to meet the withdrawal deadline. The withdrawal should be sent to:

Adam Opel GmbH
PKZ C4-02
65423 Rüsselsheim
Fax: +49 (0)6142 763006
E-Mail: opc.training@de.opel.com

12. Applicable law

Exclusively German law is applicable for the contractual relationship between the participant and the Adam Opel GmbH.

13. Place of jurisdiction

The place of jurisdiction for all claims arising from this contract is, if permitted by law, Frankfurt am Main or, without prejudice to the rights of Opel, legal action may also be taken at other places. This also applies for the assertion of non-contractual claims, insofar as these are at least partially identical with the contractual claims (except in the case of intentional, unauthorised actions).

14. Severability clause

If a provision of the contract, including these conditions of participation, should be or become ineffective, the remaining content of the contract or the conditions of participation remains unaffected. In such a case, the parties shall endeavor to reach a provision that satisfies the economic or actual result of the ineffective provision by any other legally admissible way.

15. Event organiser

Adam Opel GmbH
65423 Rüsselsheim
Telefon +49 (0) 1805 5510
Fax +49 (0) 6142 763006