



Audi ice experience 2021 - Terms and Conditions

1. Terms and Conditions

- a) The Terms and Conditions in this document will form the basis of the contract for the Driving Experience and are intended to avoid any confusion or dispute between you and us.
- b) In these Terms and Conditions, various words have the meanings detailed below:
Booking Form means the booking form or online registration by which You order the Driving Experience;
Confirmation means the confirmation of booking which we send you to confirm your booking of the Driving Experience;
Car means the Audi car(s) (whichever we choose in our sole discretion) which will be used for the Driving Experience;
Drivers means the drivers (or any one of them) who will be undergoing the Driving Experience including, if applicable, you;
Driving Experience means the driving experience to be provided as detailed in our Confirmation; You, your means the customer named on the Booking Form; Us, we, our means Audi (of New Zealand).

2. Booking of the Driving Experience

- a) We are not bound to accept any booking until we provide our Confirmation.
- b) Payment of the Driving Experience must be made in full with each Booking Form.
- c) Whilst every effort will be made to provide the experience on the dates requested on the Booking Form, the exact dates will be as stated on the Confirmation. In the event that you do not wish to accept those dates, you should notify us immediately (or at the latest within 24 hours of receipt of Our Confirmation) and we will refund any money which You have already paid Us.
- d) If we are not able to accommodate the number of drivers which you have specified on the Booking Form, we will notify you as soon as possible and refund the money which you have already paid us.
- e) You may request a change in date of the Driving Experience up to 1 month before the date of the Driving Experience at no additional cost but subject to availability.

3. Transport

- a) Transport to and from Queenstown is the driver's own responsibility.
- b) Should flights be cancelled into Queenstown, Audi of New Zealand will make all efforts to move the participant into another session. Audi of New Zealand will not be responsible for any costs associated with travel arrangement changes as a result of this. We highly recommend flexi fares and travel insurance is purchased.
- c) Transport to and from Queenstown airport is the driver's own responsibility

4. Cancellation

- a) If You wish to cancel the Driving Experience:
- (i) at any time up to three calendar months before the date of the Driving Experience, we will charge you a cancellation and administration fee of \$75;
 - (ii) at any time up to eight weeks before the date of the Driving Experience, we will charge you a cancellation fee of 50% of the total costs of the Driving Experience;
 - (iii) within two weeks of the Driving Experience, we will charge you a cancellation fee of 100% of the total costs of the Driving Experience; and any such cancellation must be made in writing to us.
- b) If you wish to reduce the number of Drivers up to 14 days before the date of the Driving Experience, we will charge you a cancellation fee of 50% of the invoice price for each Driver in respect of whose Driving Experience you wish to cancel. Any cancellation



(whether in respect of any or all Drivers) or alteration of date which you wish to make later than 10 days before the date of the Driving Experience will incur a 100% cancellation charge. c) If you do not attend the Driving Experience and we have not received any written cancellation from you, you will not be entitled to any refund.

5. Drivers

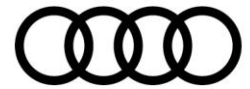
- a) All Drivers must be aged at least 21 and be in good health. All Drivers must be free from any medical condition or illness which may affect or impair the Driver's ability to drive the Car.
- b) All Drivers must hold a current valid NZ driving licence and will be required to produce their driving licence prior to the commencement of the Driving Experience. Any Driver who fails to produce a valid driving licence prior to commencement of the Driving Experience will not be permitted to undergo the Driving Experience. Provisional licences and copies of licences are not acceptable to Us.
- c) All Drivers are required at all times to drive the car in a careful and safe manner and to follow the instructions of their instructor. You will be liable for your acts and omissions and, in particular, your failure to drive the car in accordance with this paragraph.
- d) We reserve the right to refuse to allow any Driver to drive or carry on driving if in our reasonable opinion any such Driver appears unfit to drive for any medical reason or due to the influence of alcohol or drugs or disregards safety instructions or the instructions of any instructor. We will not pay any refund or permit a substitute Driver in the event that we refuse to permit any driver to drive or carry on driving because of the reasons set out in this paragraph. e) A participant who is under 21 years of age on the date of the event (a "Minor") will not be covered by any insurance policy taken out for the vehicles provided by the organiser. In the event that the minor causes damage to any vehicle(s) provided by the organiser, the minor will indemnify the organiser for the full cost of repair or replacement (as the case may be) of the vehicle(s).

6. Insurance

- a) Every care is taken to ensure the safety of all drivers. However, due to the nature of the Driving Experience and the high performance characteristics of the car some degree of risk is involved.
- b) You will be required to sign a disclaimer and indemnity prior to the commencement of the Driving Experience.
- c) We shall be responsible for arranging third party liability and public liability insurance which is provided subject to certain terms and conditions (a copy available upon request). Our insurance is compulsory and we will not accept any other form of insurance.

7. Cancellation by Us

- a) Every effort will be made to ensure that the Driving Experience is carried out in accordance with the confirmation. However, we reserve the right to cancel the Driving Experience or modify it in the event that adverse weather conditions render it in our opinion unsafe to carry out the Driving Experience. Furthermore, we may cancel the Driving Experience if due to reasons beyond our reasonable control we are unable to provide cars or instructors.
- b) In the event that we cancel the Driving Experience before the Driving Experience commences, we will notify you immediately. We will rearrange the Driving Experience to be provided on a mutually convenient time or date, or, if you prefer, will refund to you all money which you have paid to us excluding those costs incurred by us for your accommodation and Jacket. We will not be liable for any other expenses which you may have incurred.
- c) If We cancel the Driving Experience after the Driving Experience has commenced, we will either rearrange the remaining the Driving Experience to be conducted on a



mutually convenient date or refund to you part of the price taking into account your accommodation costs incurred, the Driving Experience undertaken prior to cancellation and the scheduled duration of the Driving Experience. We will not rearrange the Driving Experience or make any refund if we cancel the Driving Experience for a reason stated in paragraph 5(a) and 75% of the scheduled time of the Driving Experience has already been undertaken.

8. Driving Experience

- a) You will be required to check-in on the day of the Driving Experience at least 30 minutes before the scheduled start time in order to receive the pre-drive briefing. You will not be allowed to commence the Driving Experience if you have not attended the full pre-drive briefing.
- b) We do not make any statement that Drivers will achieve any particular standard or competency following the Driving Experience or that the Drivers will be competent to drive cars of the same or similar type as the car.
- c) Times stated in respect of the duration of the Driving Experience are estimates only. The Driving Experience may be for a shorter or longer period and you should treat any times stated by us as estimates only.
- d) We will not be liable for any loss of damage caused during the Driving Experience unless it is our fault. Our liability for death or personal injury caused by our negligence is not restricted or excluded in any way.

9. Mobile Phones and PDA's

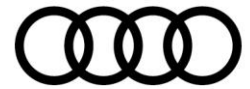
You will not be allowed to use either a mobile phone or PDA at any time while driving. Failure to comply with this request may result in dangerous or hazardous situations to both you and other Drivers and you being removed from the Driving Experience.

10. General

It is our intention that all terms of the contract between you and us in respect of the Driving Experience are contained in this document. However, if you are a consumer, your rights provided under statute are not affected by anything contained in this document. By booking on to the Audi Driving Experience you agree to Audi New Zealand's full privacy policy available at

www.audi.co.nz/nz/web/en/tools/navigation/layer/privacypolicy.html

A person can access or request correction of their personal information by contacting the promoter at privacy@audi.co.nz.



Audi driving experience – COVID 19 information

The safety of our customers and staff is our top priority. To ensure we can host this event safely we will follow all public health guidance and comply with current government regulations.

Audi ice experience will proceed under [alert level 1](#), and [alert level 2](#). If any region in NZ is operating under [alert levels 3 or 4](#), the event will be cancelled. In the event that Audi driving experience is cancelled, we will look to select a suitable date to reschedule. Customers will also have the option be refunded for the entire ticket price.

How will the event operate under alert level 2?

The following measures will be implemented to minimise the participant's risk of exposure to covid-19:

- Participants experiencing cold and flu like symptoms will be unable to take place in the event.
- Participants will be limited to small groups of 10 or less.
- Organisers and participants to practice physical distancing per government recommendations.
- Vehicles will be sanitised between use.
- PPE and face coverings will be encouraged to align with government requirements.
- Hand sanitiser will be available at the event for participant use.
- Any shared spaces are cleaned regularly.
- Customers and guests will be required to sign in on arrival for contact tracing measures.

How will the event operate under alert level 1?

The following measures will be implemented to minimise the participant's risk of exposure to covid-19:

- Participants experiencing cold and flu like symptoms will be unable to take place in the event.
- Hand sanitiser will be available at the event for participant use.
- Any shared spaces are cleaned regularly.
- Customers and guests will be required to sign in on arrival for contact tracing measures.

What happens if I am feeling unwell on the day?

Participants will not be able to take part in the event if they are experiencing any cold and flu-like symptoms.

- A high temperature. (At least 38°C)
- Coughing, Sneezing,
- Sore throat
- Breathing problems,
- Shortness of breath

If you or any of your family members have been in contact with someone who is in the process of being tested or has tested positive for COVID-19, we kindly ask that you stay home. Please let us know and we can advise what your options are.