

Terms and Conditions

Audi track experience 2026

1. 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. By making a Booking, or otherwise agreeing to participate in the Driving Experience, You agree to comply with these terms and conditions and You will procure that any other Driver also complies.
2. In these Terms and Conditions, various words have the meanings detailed below:
 - a. Booking Form means the booking form or online registration by which you order the Driving Experience;
 - b. Confirmation means the confirmation of booking which we send you to confirm your booking of the Driving Experience;
 - c. Car means the Audi car(s) whichever we choose in our sole discretion which will be used for the Driving Experience;
 - d. Drivers means the drivers (or any one of them) who will be undergoing the Driving Experience including, if applicable, you, and any other driver noted in Your Booking Form;
 - e. Driving Experience means the driving experience to be provided as detailed in our Confirmation;
 - f. You, your means the customer named on the Booking Form;
 - g. Us, we, our means European Motor Distributors Limited, trading as Audi NZ.

3. 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 through the Audi website or as otherwise directed.
- 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.

4. Transport

- a. Transport to and from the Driving Experience location is Your responsibility.

5. 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 per ticket;
 - 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 one month 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 do not attend the Driving Experience and we have not received any written cancellation from you, you will not be entitled to any refund.

6. 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.
- b. Furthermore, we may cancel the Driving Experience if due to reasons beyond our reasonable control we are unable to provide cars, instructors, or fuel or if the cost of fuel materially increases.
- c. 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 an alternative date, or, if you prefer, we will refund to you all money which you have paid to us. We will not be liable for any other expenses which you may have incurred.
- d. In the event that We cancel the Driving Experience, We will either arrange the Driving Experience to be conducted on a mutually convenient date or refund to You. We will not rearrange the Driving Experience or make any refund if We cancel the Driving Experience for a reason stated in the weather/safety paragraph above and 75% of the scheduled time of the Driving Experience has already been undertaken.

7. 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 not have consumed any alcohol or any drug(s) or substances which may affect their ability to drive, for the period of twelve (12) hours before attending the Driving Experience, and must record a zero reading on a breathalyser test prior to commencing any driving activities.

- c. All Drivers must hold a current valid full motor vehicle 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 the 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.
- d. All Drivers are always required 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.
- e. 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 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.

8. 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 and you accept those risks knowingly and voluntarily.
- b. You agree not to sue and hereby release, indemnify and keep us and Our officers, directors, employees, representatives, contractors and agents (**Related Parties**) indemnified from any and all claims, demands, suits, however arising, that You or any Driver may have for or as a result of loss of life, injury, damage or loss of any description whatsoever and however caused that You or any Driver may sustain or suffer over the course of the Driving Experience, the driving of the Car or any other vehicle provided by Us, to the fullest extent permitted by law. For the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1, You acknowledge that Your obligations under this clause constitute promises which confer, or are intended to confer, a benefit on Us and Our Related Parties (as applicable) and are enforceable at the suit of Us and/or Our Related Parties (as applicable).
- c. You agree that You will be required to sign a separate disclaimer and indemnity (**Indemnity Form**) prior to the commencement of the Driving Experience. You will procure that each Driver also signs an Indemnity Form.
- d. We shall be responsible for arranging third party liability and public liability insurance for the Driving Experience 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.

- e. Cars supplied for use at the Driving Experience are insured. Any careless or negligent use of any Car (as determined at Our sole discretion) by you or any Driver that leads to damage of one or more Cars used in the Driving Experience will require you to pay the insurance excess. This will be an amount equal to 10% of the damaged Car's cost price, up to a maximum of \$10,000 (plus GST). You will be responsible for seeking compensation from any Driver for the cost of any insurance excess.

9. 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. Subject to any laws which cannot be excluded, We will not be liable to You or any other Driver for any loss or damage caused during the Driving Experience including for death or personal injury.

10. Mobile Phones and other electronic devices

- a. You will not be allowed to use a mobile phone or other electronic devices at any time during the Driving Experience. 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.

11. General

- a. If you are a consumer, your rights provided under the statute are not affected by anything contained in this document.

12. Promotional material and Privacy Policy

- a. All Drivers consent to the Us using the person's details and likeness (in the form of photographs and video) for promotional and media purposes without any payment or other compensation.
- b. By providing personal information to the Promoter or an Authorised Audi New Zealand Dealer in connection with the event, a participant authorises the

Promoter to process that personal information for its business and marketing purposes, and participants agree that the Promoter may send them marketing and promotional messages and other information, including information sent by, or on behalf of, the Promoter's business partners. The participant also consents to the Promoter disclosing personal information to related companies or selected third parties who support its business and marketing operations.

- c. Any personal information collected will be processed in accordance with the privacy principles set out in the Privacy Act 2020 and with the privacy policy of the Promoter available at <https://www.audi.co.nz/en/tools/navigation/layer/privacypolicy/>
- d. A person can access or request correction of their personal information by contacting the Promoter at info@audi.co.nz.
- e. We reserve the right to modify, amend or update these Terms and Conditions at any time at our sole discretion. Any amended or updated terms will be published on Our website.