

26 October 2022

TERMS AND CONDITIONS OF PARTICIPATION OR ATTENDANCE

GENERAL

1. These Terms and Conditions apply to all bookings of Experiences or events attended by any person of any age.
2. These Terms and Conditions replace any of our earlier terms and conditions in relation to Dubai Autodrome Driving experiences and no variation to these Terms and Conditions shall be binding unless agreed by Dubai Autodrome in writing.
3. By booking with the Dubai Autodrome, you agree on behalf of yourself and if not yourself, the driver to be bound by them in their entirety.
4. Dubai Autodrome accepts no booking by you unless or until they have received payment of the Price in full.

PRICING & PAYMENT

1. The price of a booking will be the price stated on the Price List.
2. Any subsequent variation in the Price agreed by the Dubai Autodrome will only be valid if confirmed in writing to you.
3. Payment of the stipulated price will allow you to reserve a place (if one is available) on one of the event days operated by the Dubai Autodrome.
4. Dubai Autodrome will be under no obligation to run any Experience nor to reserve any date selected by you for an Experience unless or until the Price has been paid in full. Until such time, Dubai Autodrome may freely offer any date selected by you for an Experience to any other party.
5. Payment may be made by online via www.dubaiautodrome.ae or via cheque, cash, credit card or debit card via email or telephone communication.

CANCELLATION

If you cancel an Experience for any reason within:

1. 28 days or more before the scheduled date of that Experience, Dubai Autodrome will refund to you 80% of the fee paid and received by Dubai Autodrome for that experience.
2. 21 days or more before the scheduled date of that Experience, Dubai Autodrome will refund to you 50% of the fee paid and received by Dubai Autodrome for that experience.
3. 14 days or more before the scheduled date of that Experience, Dubai Autodrome will refund to you 30% of the fee paid and received by Dubai Autodrome for that experience.
4. 7 days or more before the scheduled date of that Experience, Dubai Autodrome will refund to you 20% of the fee paid and received by Dubai Autodrome for that experience.
5. 6 days or less, no refund will be provided.
6. Once a booking has been confirmed any amendments to the date or time may only be made up to 3 days before the booked date and will subject to an administration fee of 160 AED, subject to availability of upcoming experience dates.
7. No amendments can be made to a booking within the period of 24-hours before the booked date although you may change the person designated as Driver at any time if they meet the minimum driving requirements found on www.dubaiautodrome.ae

FORCE MAJEURE AND REFUNDS

1. Dubai Autodrome reserves the right to cancel an Experience due to adverse weather conditions that may affect your safety. Dubai Autodrome cannot be held liable for any costs incurred in this circumstance. You will be entitled to book a replacement date no more than three months after the cancelled Experience.
2. In the extremely rare occasion, the event needs to be canceled for operational reasons, Dubai Autodrome will notify you in advance and attempt to reschedule you. If re-scheduling is not an option, Dubai Autodrome will refund you in full of the fee paid.
3. Refunds will be processed within 15 working days via credit/debit card reversal, bank transfer, cash or cheque depending on mode of payment that was completed for the Experience booking.
4. It is the responsibility of the driver to ensure they meet the minimum requirements for the Experience. The details of which can be found on www.dubaiautodrome.ae. Should the driver arrive for the experience and be found to not conform to the minimum requirements, it is then at the discretion of Dubai Autodrome to not allow the Experience to take place. No refund will be provided in this case.

GIFT VOUCHERS

1. Gift vouchers purchased towards the Price of any Experience are only valid until the date of expiry.
2. Any Experience purchased using gift vouchers must be booked to take place within such period of validity.
3. Any gift vouchers requested by you to be delivered other than by standard post will be subject to an additional charge.
4. Dubai Autodrome will not be liable for the non-delivery of any gift vouchers which you request to be dispatched by any regular post, special delivery, courier or other delivery service they may offer nor for any losses arising from such non-delivery.

BOOKING CONDITIONS

1. You agree on behalf of yourself and the Driver to observe all circuit/track rules and regulations and all instructions given by Dubai Autodrome including the instructors.
2. You agree on behalf of yourself and the Driver to observe and comply with any advice, instruction, request or decision made by Dubai Autodrome whether on the grounds of the safety of the Driver or any other person or for any other reason at all.
3. You agree on behalf of yourself and the Driver that Dubai Autodrome's opinion on all matters regarding safety will be final.
4. You agree on behalf of yourself and the Driver that any Driver acting in a manner which in our opinion is dangerous or may interfere with or disrupt the Experience will at our sole discretion and without further liability to us immediately have their Experience terminated without refund.
5. You agree on behalf of yourself and the Driver that the Driver meets our minimum requirements for the purchased Experience.
6. You must notify Dubai Autodrome as soon as possible if the Driver is unable to attend the Experience.
7. Where the Experience includes any circuit/track activity of any kind whatsoever, the Driver must hold a valid full driving license.
8. The Driver must not have consumed any alcohol prior to the Experience, and Dubai Autodrome reserves the right at the time for any Experience to prevent a Driver from driving who in our opinion may have consumed alcohol beforehand.

9. No Driver will be allowed to take part in any Experience unless they have attended the full safety briefing preceding the Experience.
10. Where required by Dubai Autodrome, all drivers without exception must wear a crash helmet and suitable sports shoes. Sandals are not acceptable.

IN-CAR VIDEO EXPERIENCES

1. In car videos are available for selected Experiences and cars and can be booked online or on site.
2. In the case where the event is cancelled due to poor weather conditions or where safety is of concern a full video fee refund will be provided. This will be decided by the lead instructor or any other qualified person on the day.
3. In the case of equipment malfunction, a full refund of the video fee will be provided at the cost of the video only. A refund or 're-run' of the experience will not be provided.
4. The video equipment is sensitive - Driver error can cause the video to fail for example driving over the rumble strips.
5. All In-car videos purchased are to be used for personal use only and not for commercial gain.
6. Dubai Autodrome reserves the right to withhold the experience video for any reason and without prior notice.

LIABILITY

1. It is a condition of this Agreement that in order for a Driver to take part in an Experience the Driver must be in a fit medical condition to participate in it and must sign the disclaimer of liability agreement (available to you in advance upon request) prior to its commencement.
2. Any Driver falling to sign the disclaimer of liability agreement will not be permitted to take part in any Experience.
3. You are liable for ensuring all Drivers are sufficiently capable of understanding instructions given to them in the English Language on safety or whilst driving and we will not be liable in any way for any consequences arising from your failure to do so.
4. You are liable for your family or any Drivers family attending any Experience and for their safety. Any provisions in these Terms and Conditions applying to the conduct of the Driver apply equally to any such friends or family.
5. Pets or animals are forbidden anywhere on the circuit (except Guide Dogs).
6. Dubai Autodrome will not be liable for any event or occurrence outside our control which results in cancellation or modification of any Experience from that booked by you or advertised by Dubai Autodrome.
7. Dubai Autodrome has Public Liability insurance cover up to a limit for any one event.

LIABILITY IN CASE OF ACCIDENT DAMAGE

1. The vehicles used in a Driving Experience are of high value and as such it is agreed that any damage caused to the vehicle whilst under your control, as assessed by Dubai Autodrome in its sole discretion pursuant to your Experience session, shall be your responsibility to bear up to a maximum value:
 - a. of AED 10,000 (for Formula DXB, Mini JCW, Renault Clio Cup and all BMW experiences)
 - b. of AED 20,000 (for Ferrari 458 & 488 experience)
2. An accident damage waiver is available and is highlighted below.
3. This clause is not applicable for the Formula 1 Experience, which is covered to separate Terms & Conditions.

ACCIDENT DAMAGE WAIVER

1. An Accident Damage Waiver can be purchased online or on site, which reduces your liability in case of an incident.
2. The following options are available:
 - a. Formula DXB Max: AED 100.- with excess of AED 1,000
 - b. Renault Clio Cup: AED 100.- with excess of AED 1,000
 - c. Mini JCW and all BMW models: AED 150.- with excess of AED 2,000
 - d. Ferrari 458 & 488: AED 500.- with excess of AED 5,000

EXPERIENCE TIMINGS AND DESCRIPTIONS

1. Drivers should arrive at the circuit at least 15 minutes prior to any Experiences start time.
2. Experience timings and descriptions stated by our staff or in our printed materials are approximate and should only be used as a guide.
3. The Experience booked may involve some waiting time.
4. We reserve the right at our sole discretion to alter or amend the content of any Experience without notice. All experiences are offered subject to availability.

ONLINE PAYMENT PROCESSING

1. Payment processing is performed via 3D secure connections via www.dubaiautodrome.com with payment gateway provided by the Banking Institution via Credit/Debit Card Payment.
2. The following Credit and Debit Cards are accepted: MasterCard, Visa and Visa electron card.
3. Please ensure all card details are entered correctly on the order form, as incorrect data will result in the credit/debit card being rejected for payment and can cause delays to the order fulfilment process; DA reserve the right to request additional identification in respect of credit/debit card or address verification if deemed appropriate.
4. Your acceptance of these terms by using this site, it is assumed that you have read this document carefully and understood and followed its advice. If you do not agree to this policy or to the advice given, please do not use this Web Site. We reserve the right to make changes to this policy from time to time as necessary. Your continued use of this and other Dubai Autodrome sites following the posting of any such changes to these terms will mean you accept those change.

DATA PROTECTION

You (and the Driver) will be asked to provide personal information (which may include full name, date of birth and address) in connection with your purchase of and the Driver's participation in the Experience. Dubai Autodrome reserves the right to use and process any personal information provided by you or the Driver for the purposes of facilitating your, or the Driver's, participation in the Experience. You will be asked to provide your email address, and the email address of the Driver. You will have the option to opt-out of receiving future emails from Dubai Autodrome with regards to offers and promotions offered.

For the avoidance of doubt, please contact us via drive@dubaiautodrome.com or call us on +971 4 806 2220.

**DISCLAIMER: WAIVER OF LIABILITY AND
DECLARATION OF ASSUMPTION OF RISK**

إخلاء مسؤولية: إخلاء مسؤولية وإعلان افتراض المخاطر

I hereby request Dubai Autodrome LLC ("Operator") to grant me permission to enter and use the property known as the Dubai Autodrome Track ("Circuit") for the purposes of driving a car, kart or other vehicle or riding a motorcycle in race, testing, drive school, karting, private practice, recreational or track day sessions ("Activity") to be conducted at the Circuit or for the purposes of acting as an official, spectator or technician in connection with the Activity and/or for the purpose of otherwise assisting with the conduct of the Activity.

In exchange for being able to attend at the Circuit and participate in the Activity (in the capacity referred to above), I irrevocably agree and undertake:

- to release the Operator, and its mother company Union Properties PJSC and their respective employees, agents, clients, invitees, lessees and other co-contracting parties (collectively the "Beneficiaries") from all liabilities for my death, personal injury (including disfigurement), psychological trauma and loss or damage (including, but not limited to, loss and damage to property, loss of income any direct, indirect or consequential loss or damage of any kind howsoever arising) ("harm") howsoever arising from my attendance at the Circuit or participation in the Activity (except that this release shall have no application if the corresponding limitation or exclusion of liability is prohibited by law or if by law such liability may only be limited to a specific extent then the Beneficiaries' liabilities to you in respect thereof shall be limited to the maximum permissible extent);
- that the Beneficiaries do not make any warranty, representation or undertaking, implied or express, that any services provided by any of them will be provided with any particular degree of care and skill or that any goods or materials provided by any of them in connection with those services will be of any particular quality or fitness for purpose;
- to indemnify the Beneficiaries in respect of any actions, suits, proceedings, claims, demands, losses, damages, costs, penalties and fines as a result of or in connection with the Activity whether caused or contributed to by any act or omission (including negligence) of the

أقدم بموجب هذه الوثيقة لشركة دبي أوتودروم ذ.م.م. ("المشغل") بطلب منحي الإذن بدخول واستخدم الملكية المعروفة باسم "مضمار دبي أوتودروم" ("المضمار") لغرض قيادة سيارة أو مركبة كارت أو أي مركبة أخرى أو لغرض قيادة دراجة نارية في سباق للدراجات أو في مدرسة تعليم قيادة الدراجات أو لإجراء اختبار أو ممارسة رياضة الكارتينغ أو لإجراء تمارين خاصة أو لحضور جلسات ترفيهية نهائية ("الأنشطة") تعقد في المضمار أو لأغراض الحضور كمسؤول أو متفرج أو فني فيما يتعلق بالأنشطة و/أو بخلاف ذلك لتقديم المساعدة في ممارسة الأنشطة. ونظير تمكيني من الحضور إلى المضمار وممارسة الأنشطة (بصفتي المشار إليها أعلاه) فأني أوافق بشكل لا رجعة فيه وأتعهد بما يلي:

- إبراء ذمة كل من المشغل و شركتها الام شركة الاتحاد العقارية ش.م.ع. وكافة موظفيهم ووكلائهم وعمالهم ومدعويهم ومسؤوليهم وغيرهم من مقاولي الباطن الذين يتعاملون معهم (ويشار إليهم مجتمعين بـ "المستفيدين") من المسؤولية عن وفاتي أو أي إصابة قد تلحق بي (بما في ذلك أي تشويه) أو أي صدمة نفسية أو أي خسارة أو ضرر (بما في ذلك على سبيل المثال لا الحصر خسارة أو تضرر الممتلكات أو خسارة الدخل أو أي ضرر أو خسارة مباشرة أو غير مباشرة أو تبعية من أي نوع) ("الضرر") قد ينشأ بأي شكل من الأشكال نتيجة حضوري إلى المضمار أو اشتراكي في أي من الأنشطة (باستثناء الحالات التي يحظر فيها القانون تحديد أو استثناء المسؤولية عن أي من الحالات المذكورة أو الحالات التي يجوز وفقاً للقانون تحديدها إلى حد معين، وفي مثل هذه الحالات تتحدد مسؤولية المستفيدين تجاهك بشأن تلك الحالات بالحد الأقصى المتاح قانوناً)؛
- لم يقدم المستفيدون أي ضمان أو بيان تجاري أو تعهد ضمني كان أم صريح بأن أي من الخدمات المقدمة من أي منهم ستقدم مع درجة معينة من العناية والمهارة أو بأن أي من البضائع أو المواد المقدمة من أي المستفيدين بشأن تلك الخدمات ستكون ذات جودة ونوعية معينة أو أنها ستكون ملائمة للغرض المخصص لها؛
- ضمان تعويض المستفيدين عن أية تصرفات أو دعاوى أو إجراءات أو طلبات أو مطالبات أو خسارة أو تعويض أو تكاليف أو جزاءات أو غرامات تنشأ فيما يتصل بأي من الأنشطة وسواء كانت تعزى لي أو ناتجة عن أي فعل أو امتناع

Beneficiaries howsoever arising from my attendance at the Circuit or participation in the Activity and to do all things and sign all additional documents at the request of the Operator as necessary to give full effect to the terms hereof; and

- to attend the Circuit and/or participate in the Activity at my own risk.

I acknowledge that:

- the risks associated with attending the Circuit or participating in the Activity include the risk that I may suffer harm as a result of, but not limited to:

- motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Circuit or participating in the Activity; and
- the failure or unsuitability of facilities (including, but not limited to, grandstands, fences and guard rails) to ensure the safety of persons or property at the Circuit.
- motorsport imports a substantial degree of risk and accidents causing harm can happen and might happen to me or my property.
- The instructor, if applicable, guiding an activity might be required to reach into the steering wheel or make contact with a part of your body, e.g., your leg, in order to mitigate a dangerous situation.

I declare that to the best of my knowledge and belief I possess the standard of competence necessary for the event/activity.

I declare that to the best of my knowledge and belief I am physically able to take part in the event/activity and I am not suffering from any permanent or temporary ailment or disability that may adversely affect my ability to take part. I am not taking any drugs (prescribed or otherwise) that I know will or could adversely affect my ability to control the vehicle I am using at Autodrome. I accept that I shall be solely responsible for any decision as to my fitness to participate in any activity and as to whether to continue to drive any vehicle at any time

(بما في ذلك الإهمال) من جانب المستفيدين ينتج بأي شكل من الأشكال عن حضوري إلى المضمار أو الاشتراك في الأنشطة، كما أتعهد بالقيام بكافة الأشياء والتوقيع على كافة المستندات الإضافية التي يطلبها المشغل والتي تكون ضرورية لإسباغ كامل الأثر القانوني على شروط هذه الوثيقة؛ و

- الحضور إلى المضمار و/أو الاشتراك في الأنشطة على مسؤوليتي الشخصية.

كما أنني أقر بما يلي:

- تشمل المخاطر التي تتطوي على حضوري إلى المضمار أو المشاركة في الأنشطة مخاطر تعرضي للضرر بسبب (على سبيل المثال لا الحصر) ما يلي:

- اصطدام السيارات (أو أجزاء منها) بسيارات أخرى أو أشخاص أو ممتلكات أخرى؛

- أعمال عنف وغيرها من الأفعال المؤذية (سواء كانت متعمدة أم غير متعمدة) التي قد يرتكبها الأشخاص المتواجدون في المضمار أو المشاركون في الأنشطة؛ و

- عدم كفاءة أو ملائمة المنشآت (بما فيها، على سبيل المثال لا الحصر، المدرجات والأسوار وحواجز الحماية) لضمان سلامة الأشخاص أو الممتلكات داخل المضمار.

- تتطوي رياضة السرعة على قدر كبير من المخاطر مع إمكانية وقوع الحوادث التي تتسبب بالأذى وقد تعرضني أنا أو أي من ممتلكاتي للضرر.

- قد يُطلب من المدرب ، إن أمكن ، توجيه النشاط للوصول إلى عجلة القيادة أو الاتصال بجزء من جسدك ، على سبيل المثال ، ساقك ، من أجل التخفيف من موقف خطير.

وإنني أصرح بأنه على حد علمي واعتقادي انني أمتلك قدراً من الكفاءة اللازمة للمشاركة في الحدث/النشاط.

كما أصرح بأنه على حد علمي واعتقادي انني مؤهل جسدياً للمشاركة في الحدث/النشاط وإنني لا أعاني من أي علة أو عجز قد يؤثر عكسياً على قدرتي في المشاركة. كما أنني لا أتعاطى أي نوع من العقاقير (بوصفة أو بدون وصفة) التي أعلم أن من شأنها أو قد يكون من شأنها أن تؤثر عكسياً على قدرتي على السيطرة على المركبة التي أستخدمها لدى أوتودروم. وأوافق على أنني المسؤول الوحيد عن أي قرار يتعلق بلياقتي وقدرتي على المشاركة في أي من الأنشطة وما إذا كنت سأستمر في قيادة أي مركبة في أي وقت من



whilst it is in my possession or under my control. I understand that Autodrome reserves the right to remove me from the venue if it considers my actions to be dangerous to other venue users or myself.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Activities and being provided with services, goods or materials by the Beneficiaries.

For persons under the age of 18 years the separate parent/guardian consent form must also be completed.

الأوقات طوال فترة بقاء تلك المركبة في حيازتي أو تحت سيطرتي. وإني أدرك أن أوتودروم تحتفظ بالحق في إخراجي من الموقع إذا رأت أن تصرفاتي تشكل خطراً على نفسي أو على الأشخاص الآخرين المتواجدين في الموقع.

وإنني أقبل بشروط الدخول إلى المضمار والمشاركة في الأنشطة وأقر بالمخاطر الناشئة عن ذلك وعن الخدمات والبضائع والمواد التي يقدمها المستفيدون لي.

على الأشخاص ممن هم دون سن الثامنة عشر عاماً تعبئة نموذج موافقة الوالد/الوصي المستقلة عن هذه الوثيقة.