

JAGUAR LAND ROVER ICE ACADEMY TERMS & CONDITIONS

These terms and conditions apply to all participants in the Jaguar Land Rover Ice Academy in 2017 taking place in Arjeplog, Sweden. By accepting these terms electronically via the online booking system or otherwise confirming your acceptance of them in writing, you agree to be bound by them. Please ensure you read them carefully and raise any questions you may have before you make your booking.

IMPORTANT NOTE The Jaguar Land Rover Ice Academy is operated by zerotwonine GmbH, based at Stephanstrasse 1, Frankfurt, 60313, Germany. zerotwonine is licenced and authorised by Jaguar Land Rover to organise and provide the contracted services for participants in the Jaguar Land Rover Ice Academy under the Jaguar Land Rover brand and using Jaguar Land Rover trade marks. When you make a booking for the Ice Academy, you will enter into a contract with zerotwonine GmbH. zerotwonine is contractually responsible for all aspects of the operation of the Ice Academy in accordance with these terms and conditions including the vehicles and driving instructors, which are provided by Jaguar Land Rover. The same position applies to the booking of any optional activities such as snowmobile or husky tours. You will have a contract with zerotwonine GmbH for any such activities. No contract will exist between you and Jaguar Land Rover in respect of any aspect of the Ice Academy including any optional activities.

In these terms, the following words and expressions have the following meanings:-

Ice Academy and Ice Academy Experience – the driving course including use of the vehicles and expert instruction, accommodation, meals, drinks and refreshments, transfers and all other services, which form part of the contracted arrangements as more specifically referred to in these terms

Jaguar Land Rover – Jaguar Land Rover Limited

optional activities – the optional activities which are available to book in advance of arrival at the Ice Academy in addition to the Ice Academy Experience including the snowmobile tour and husky tour

participant and you – each individual who participates in the Ice Academy and **participants** means all such individuals or any of them as the context requires or permits

participation requirements – the requirements set out in clause 4 of these terms

terms – these terms and conditions

we, us and our - zerotwonine GmbH

your Experience – your individual booking and participation in the Ice Academy including, where booked, any optional activities

zerotwonine - zerotwonine GmbH as referred to above

1. Nature and requirements of the Ice Academy Experience

Participation in the Jaguar Land Rover Ice Academy involves driving in exceptional conditions where there are inherent risks of death and personal injury to you and damage to your property. These terms set out the requirements with which you must comply in order to participate and the other terms and conditions applicable to your contract with zerotwonine. By making your booking, you are taken to have acknowledged and accepted the inherent risks involved in the Ice Academy Experience and, where booked, the optional activities.

2. Booking your Experience

You may book through the Jaguar and Land Rover websites. Alternatively, if you have any pre-booking questions and/or would like to book by telephone, please contact zerotwonine GmbH on +49 69 460 97 47 47 (09h00-18h00 CET, Monday to Friday, local operator and service fees may apply) or by e-mail to jlriceacademy@029-travel.com.

Full payment for your Experience is due at the time of booking. Any optional activities booked must also be paid for in full at the time the booking is made. Payment is required in euros and may be made by credit or debit card through PayPal or by bank transfer (details on request). Any fees or charges involved in making payment will be your responsibility.

3. Your contract

Your contract with zerotwonine for your Experience and any optional activities booked comes into existence when we issue your booking confirmation. Where optional activities are booked separately to your Experience, a separate booking confirmation for these will be issued. Please check your booking confirmation carefully immediately on receipt and let us know straight away if any information appears to be incorrect or incomplete.

4. Participation requirements

A. Licence / driving experience / age requirements

In order to participate in the Ice Academy, you must meet the following requirements on arrival;

1. You hold a full, valid and current UK / EU or equivalent driving licence and are not disqualified from driving. If you hold a UK licence, you will be sent a web link to follow in order to verify the status of your licence. If your licence was issued outside the UK, you will be required to complete a driving licence declaration form at your welcome briefing. All parts of the driving licence must be brought with you to the Ice Academy and be available on arrival. Photocopies are not acceptable. International driving licences or permits will only be valid when accompanied by a national driving licence;
2. You are at least 23 years of age;
3. You have at least three (3) years uninterrupted driving experience on a full licence without a conviction for any driving offence or serious accident (which includes any accident involving any form of personal injury) in the last two (2) years;
4. You have no more than 6 current penalty points (or equivalent / similar form of sanction) on your licence in order to participate in any on-road requirements of the course. You must notify us if you have more than 6 penalty points on your driving licence at the time of booking or acquire any penalty points between booking and arrival at the Ice Academy which means you have more than 6 penalty points on your driving licence; and
5. You are not aware of any circumstances, which will or may result in your being disqualified from driving.

B. Physical health

In order to participate in the Ice Academy, you must meet the following requirements on arrival and, where applicable, throughout your Experience;

1. Your eyesight (with glasses or contact lenses where worn) meets the standard applicable for driving in Sweden;

2. You are not suffering from any medical condition, disability or other impairment, which will or may affect your ability to drive safely during the Ice Academy (taking account of the exceptional driving conditions, which will be experienced) where we have not confirmed in writing at the time of booking or otherwise in advance of your arrival at the Ice Academy that the condition, disability or other impairment will not prevent your participation. If you suffer from any such condition, disability or other impairment, you must provide us with full and accurate details at the time of booking or as soon as you become aware of the same if later, together with any other relevant information (such as any assistance or adjustments, which may be required) including any which we may reasonably request. We may require you to provide a certificate from your doctor to confirm that any medical condition, disability or other impairment from which you are suffering will not affect your ability to participate in the Ice Academy and drive safely which, if applicable, must be produced in advance and on arrival at the Ice Academy;
3. You are not taking any medication (whether or not prescribed) which will or may affect or impair your ability to drive safely during the Ice Academy (taking account of the exceptional driving conditions which will be experienced). This includes any medication where you are advised or recommended not to drive while taking. If you are in any doubt, please contact us with details of the medication concerned so we can confirm the position;
4. You are not be suffering from any medical condition, disability or other impairment which precludes you from taking part in the Ice Academy Experience or means the Ice Academy Experience may not be suitable for you or where participation would be against medical advice. Such medical conditions are likely to include back and heart problems. In addition, you are recommended not to participate if you are pregnant.

C. Requirements during the Ice Academy Experience

At all times during the Ice Academy Experience, you must meet the following requirements;

1. You must follow and comply with all instructions you are given and rules notified to you and behave in a safe, appropriate and prudent manner and with the requisite amount of consideration for the other participants and all staff;
2. You must not drive or attempt to drive under the influence of any alcohol or drugs or other substance which may affect your ability to drive safely (including medication with which you are recommended not to drive while taking);
3. You must at all times exercise the necessary and high degree of care and attention whilst driving or otherwise participating in the Ice Academy Experience;
4. While driving or being driven, you must at all times wear the safety restraint belt and any other safety equipment provided;
5. You must not smoke or use any mobile phone, tablet or similar device while in any vehicle;
6. You will be responsible for the safekeeping of any property (such as cameras, glasses, wallets and so on) you bring with you to the Ice Academy; and
7. You must comply with all applicable motoring laws and regulations and be responsible for any speeding and parking fines incurred whilst driving a vehicle on any public road.

D. Breach of participation requirements

If, in our reasonable opinion, you breach or have breached or we become aware that you have failed to satisfy any of the participation requirements at any stage, including on arrival at the Ice Academy or during the Ice Academy Experience, we will be entitled to cancel your booking and terminate your

participation or further participation in the Ice Academy Experience. For the avoidance of doubt and without limitation, this entitlement arises where in the reasonable opinion of an instructor or any other member of staff, you are unable or unwilling to follow and comply with instructions and/or safety rules or behave in an unacceptable or unreasonable manner. We also have the right to terminate, curtail or suspend your driving of any vehicle in the event that you are involved in an accident or, in the reasonable opinion of your instructor, are unable to maintain control of your vehicle.

In the event of cancellation of your booking for breach of or failure to comply with the participation requirements before your arrival at the Ice Academy, cancellation charges as shown in clause 11 will apply and no refunds, compensation or expenses will be paid.

In the event of termination of your participation or further participation on or after your arrival at the Ice Academy for breach of or failure to comply with the participation requirements, no refund will be made of the booking cost of your Experience and no compensation, damages or expenses will be paid. You may be required to leave the Ice Academy prior to the scheduled end of your Experience in which case, you will be responsible for all costs and expenses involved in doing so (including without limitation, the cost of any transfer to the airport and any charges involved in rearranging any flight(s)). No refunds will be made in respect of any unused services and no compensation or damages will be paid.

5. Clothing

The temperatures at the Ice Academy may fall to -30 °C or lower. Please ensure you bring the correct warm and weatherproof clothing. Please also bring suitable footwear for the driving part of the Ice Academy Experience which will ensure optimum contact and feeling for the brake and accelerator pedals under the soles of your feet. Jaguar Land Rover and/or zerotwonline will not be providing participants with clothing or footwear and it is therefore your sole responsibility to bring the necessary items with you. For a list of recommended clothing, please refer to the FAQ section on the Ice Academy website.

6. Language of instruction

All instruction and communication by instructors and other staff on-site will take place in English.

7. Insurance

We consider comprehensive travel insurance to be essential. The policy you purchase must include cover for the driving and other activities you will participate in while at the Ice Academy. Such a policy is available from zerotwonline. Please read your policy details carefully and take them with you to the Ice Academy. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs including any pre-existing medical conditions.

8. Travel arrangements not included in your Experience

It is your responsibility to ensure you arrive at Arvidsjaur Airport on the applicable date in order to participate in your Experience and to make all flight and other travel arrangements required in order to do so. zerotwonline may be able to assist you with these arrangements. However, any flight or other travel booking which zerotwonline may make on your behalf does not form part of your Experience booking. No refunds in respect of unused services can be made in the event of your delayed arrival or failure to arrive at the Ice Academy for your Experience due to flight or other transport delays or cancellation or other difficulties. Please ensure that your personal travel insurance provides cover for this eventuality.

9. Passport and visa requirements

It is your responsibility to ensure you have a valid passport and any required visa or other travel documents to enable you to gain entry to Sweden. You must also comply with all applicable immigration and customs requirements.

EU citizens in possession of a passport issued by the authorities of the EU country in which the citizen is resident do not require a visa for entry into Sweden. Citizens of non EU countries and EU citizens who are not travelling on a passport issued by the authorities of the EU must check passport and visa requirements with the Swedish embassy or consulate of their country of residence prior to booking.

10. Changes by you to your Experience booking

In the event that you need to make any changes to your booking, please contact us as soon as possible. We will endeavour to assist where we can. A request to change the date of your Experience will be treated as a cancellation of your original booking resulting in the payment of cancellation charges in addition to the cost of the new booking. An administration fee of €50 per change will be payable where a requested change can be made.

If you are unable to take your Experience, you may transfer your booking to someone else providing that person satisfies the participation requirements and we are advised of the change not less than 7 days prior to your scheduled arrival at the Ice Academy. An administration fee of €50 per person will be payable in the event of a transfer.

11. Cancellation by you of your Experience booking

Should you need to cancel your Experience booking after confirmation, you must immediately advise us in writing. Your notice of cancellation will only be effective when it is received by us in writing. The following charges will be payable per participant cancelling calculated from the date your written notice of cancellation is received;

- Date of booking up to 84 days prior to scheduled arrival at the Ice Academy: administration fee of €50
- Between 83 days and 56 days prior to scheduled arrival at the Ice Academy: cancellation charge of 50% of the total cost of the Experience and any optional activities booked
- Less than 56 days prior to scheduled arrival at the Ice Academy: cancellation charge of 100% of the total cost of the Experience and any optional activities booked

12. Change or cancellation by us of your Experience booking

It is possible that we may have to cancel or change your Experience booking after confirmation or to make changes to the Ice Academy. Changes will usually be minor and will not have any material effect on your Ice Academy Experience. Minor changes include the alteration of the advertised order of the activities in your itinerary or substitution with others of a broadly similar nature and different models of vehicles being available to drive to those advertised. We may not be aware of the need for a change in advance of your arrival at the Ice Academy and/or they may arise during the course of your Experience given the exceptional conditions in which the Ice Academy operates. Changes to and cancellation of your Experience booking may also become necessary as a result of force majeure or where the minimum number of bookings required to operate any particular Ice Academy Experience has not been received by the applicable deadline.

In the event that adverse or unsuitable weather (including unseasonably warm temperatures) leads to the lake being closed for safety reasons, we reserve the right to offer alternative driving experiences, which do not take place on the lake. This change will not entitle you to cancel your Experience booking without paying the applicable cancellation charges. We may not be in a position to advise you of the lake closure in advance of your arrival at the Ice Academy. No refunds or

compensation will be paid to the participants in this case and you will not be entitled to cancel your booking without paying the applicable cancellation charges.

In the event that your Experience has to be cancelled in advance of your arrival or we have to make a significant change, which you are not prepared to accept, we will, subject to availability, offer you a place on another Ice Academy Experience of the same duration and itinerary. If we are unable to do so or you cannot take that offer, we will provide you with a full refund of the money you have paid us for your Experience booking. Where a change or cancellation has to be made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or as a result of the lack of the required minimum number of bookings, we will have no other liability to you. Without limitation, we will not be responsible for the cost of any flight booking or other arrangements made in connection with your Experience booking.

13. Force majeure

In these terms, force majeure means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. In relation to the Ice Academy, force majeure is most likely to involve adverse or unsuitable weather conditions which result in the closure of the lake or inability to operate the Ice Academy as advertised or at all. Force majeure may also involve, whether actual or threatened, fire, terrorist activity, industrial dispute, natural or nuclear disaster, epidemic, war, civil unrest and all other events outside our control or that of the supplier whether taking place at or in the vicinity of the Ice Academy or elsewhere. Except where otherwise expressly stated in these terms, no liability can be accepted by zerotwonine, Jaguar Land Rover or any other party involved in the operation of the Ice Academy in the event that the performance or prompt performance of zerotwonine's obligations under its contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure.

14. Responsibility for your Ice Academy Experience

(a) Your safety is our highest priority but you acknowledge that the Ice Academy Experience involves driving in exceptional circumstances where there are inherent risks of damage to both you and your property. By making your booking, you are taken to have acknowledged and accepted the inherent risks involved in the Ice Academy Experience and, where booked, the optional activities.

(b) You agree that you share in the responsibility for your own safety and that of others and of property by your own actions or conduct.

(c) In this clause, references to damage include without limitation, claims, liabilities, death, personal injury, damage, expense and loss of any nature whatsoever.

(d) Neither zerotwonine nor Jaguar Land Rover shall in any circumstances be liable to you to the extent any damage arises or is increased or contributed to as a result of your breach of or failure to comply with these terms or otherwise due to your act(s) or omission(s) or as a result of force majeure as referred to in clause 13.

(e) zerotwonine and Jaguar Land Rover shall be respectively liable for death or personal injury caused by their own negligence or that of their employees and for any damage where and to the extent liability for that damage cannot be excluded by law. Except where otherwise expressly stated in these terms, zerotwonine and Jaguar Land Rover otherwise exclude liability for any damage to the maximum extent permitted by law whether liability arises in contract, tort (including negligence), under statute or otherwise. Neither zerotwonine nor Jaguar Land Rover shall have any liability for any indirect, special or consequential damage of any nature whatsoever or for any damage which, on the basis of the information given to us prior to confirmation of the booking, we could not have foreseen you would suffer or incur if we breached our contract with you. Additionally, neither zerotwonine nor Jaguar Land Rover shall be liable for any damage, which is related to or connected with any business including without limitation, loss of profit, earnings, revenue, contracts, business opportunities, reputation or goodwill.

(f) Except where sub-clause 14(g) applies, zerotwonine's obligations under its contract with you are limited to the proper selection of the suppliers whose services form part of your Experience. zerotwonine has no responsibility for the acts and omissions of such suppliers whether or not they were at the time performing contracted services.

(g) Where you are resident in the UK or another member state of the EU when you make your booking, your Ice Academy Experience will be a "package" in accordance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 or equivalent legislation in the EU member state from which you book. zerotwonine will be the organiser of that package and will be responsible for the proper performance of the contracted services which are included in it subject to the exclusions and limitations of liability referred to in this clause. Proper performance requires the performance of the contracted services with reasonable skill and care. Please note, any flight or other travel booking which zerotwonine may make on your behalf as referred to in clause 8 does not form part of your Experience package.

(h) zerotwonine shall have no liability as the organiser of any package in accordance with clause 14(g) for any damage which results from (i) the act(s) and/or omission(s) of the person(s) affected or (ii) the act(s) and/or omission(s) of a third party not connected with the provision of the contracted services which form part of your Experience and which were unforeseeable or unavoidable or (iii) force majeure.

15. Financial protection

zerotwonine holds insurance cover which will ensure the refund of all pre-paid sums in the event that your Ice Academy Experience cannot be provided due to zerotwonine's insolvency.

16. Complaints

In the event you consider there is any deficiency in the provision of your Ice Academy Experience or otherwise have any reason to complain, please advise the on-site manager at the Ice Academy as soon as possible. They will take all appropriate steps to deal with any issue raised with a view to resolving it to your satisfaction. In the event that you remain dissatisfied and/or wish to pursue the matter further after the end of the Ice Academy Experience, please provide full details of your complaint in writing to the on-site manager at the time. Please also contact zerotwonine by e-mail to jlriceacademy@029-travel.com with these details as soon as you reasonably can and in any event within 30 days of the end of your Experience.

No liability can be accepted for any complaint or claim (except as referred to in this clause) which is not notified as set out above. No exclusion of liability applies to any claim, which involves death, personal injury or illness caused by the negligence of the party concerned. However, failure to notify any such claim in accordance with this clause may affect or prejudice your ability to demonstrate that it is a valid and justified claim.

17. Vehicle Fleet

Vehicles shown are for illustration purposes only and may not be available to drive on the day.

18. Use of image

You agree that any photographs taken or images captured during the Driving Experience may be used for the documentation of the event and/or future marketing/promotional purposes.

19. Governing law and place of jurisdiction

We both agree that German law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us. We both also agree that any claim must be dealt with by the Courts Germany only.

20. Privacy and usage of data collected

By agreeing to these terms, you consent to your personal data provided through the Jaguar or Land Rover websites or directly to zerotwonine being stored in a central database administered by zerotwonine GmbH and processed by zerotwonine. zerotwonine GmbH may only process and use your personal data to make and manage your booking for the Jaguar Land Rover Ice Academy (such as, but not limited to, providing hotel rooming lists and special dietary requirements) and as referred to in this clause.

You consent to the processing of your personal data by Jaguar Land Rover Limited. Jaguar Land Rover will use any information collected about you to inform you via email, telephone or post about any new products or services and improve its service (unless you have indicated an objection to being contacted by ticking the box on the 'Data Privacy Agreement' section of the online booking form). Your data will be dealt with in accordance with the UK Data Protection Act 1998. Your information will only be disclosed to Jaguar Land Rover, it's affiliated or associated companies, agencies, dealers or companies providing services for your benefit. If you wish to check, update or rectify the data you have voluntarily given us, please contact Jaguar Land Rover Administration on +44 (0) 800 110 110.

Any personal data, which you provide to zerotwonine in connection with any flight or other travel booking or the purchase of travel insurance is the responsibility of zerotwonine and is subject to zerotwonine's separate privacy policy.

21. Final Provisions

No statement, promises or inducements made by any party hereto, which is not contained in this written contract, shall be valid or binding; and this Terms and Conditions may not be enlarged, modified or altered except in writing.

If any provision of this Terms and Conditions is determined to be unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.