

BMW M Driving Experience Terms and Conditions

Release / Indemnity

By agreeing to this release and indemnity I hereby -

1. Apply to participate in the BMW M Driving Experience Course ("Course") to be conducted by BMW Australia Limited ("BMW Australia") trading as BMW M Driving Experience;
2. Warrant and declare that I am 25 years of age or older and hold a full driver's licence that will be valid and current during the Course;
3. Warrant that I have obtained adequate travel insurance, including health and medical cover, that will apply for the period immediately before and during of the Course. I agree to indemnify and hold harmless BMW Australia, its employees, servants, agents, contractors and sponsors from and against all loss, damage, injury or liability (including liability for costs including legal costs) arising directly or indirectly from any failure by my failure to obtain such insurance or from any inaccuracy, inadequacy or invalidity of the insurance obtained.
4. Acknowledge that driving, particularly under conditions created for training purposes during the Course, can be dangerous and may result in personal injury, property damage or other loss;
5. Accept all risks of injury, loss, damage or liability arising out of or in any way relating to the Course, including the use or operation of a vehicle during the Course by me, another participant or a member of the BMW Australia personnel, or which might occur at any location at which the Course is conducted whether by my own act or omission or the act or omission of a third party;
6. To the fullest extent permitted by law, including the Australian Consumer Law, and where the Course is conducted in New Zealand, the Consumer Guarantees Act 1993, the New Zealand Fair Trading Act 1986, and the New Zealand Accident Compensation Act 2001, release BMW Australia and its affiliated and related companies its employees, servants, agents, contractors and all persons and companies which sponsor it or the Course and all persons involved in the provision of the Course, from any and all liability for loss, damage or injury caused or contributed to by BMW Australia or in any way arising out of the Course, the use or operation of the vehicle by me or another participant, or my participation in the Course, whether arising directly or indirectly or out of negligence or contract or common law or statute law;
7. Acknowledge that when participating in the Course, and whilst at any location at which the Course is conducted, I must follow the directions of the BMW Australia personnel and comply with all requirements of participation determined by BMW Australia, failing which BMW Australia may immediately refuse to allow me to participate in the Course for any non-compliance;
8. Agree to indemnify, and keep indemnified, BMW Australia, its employees, servants, agents, contractors and sponsors from and against all loss, damage, injury or liability (including liability for costs including legal costs) caused by or contributed to by me or in any way arising out of my acts or omissions outside the boundaries set by, or contrary to any instructions of the BMW Australia personnel during or in relation to the Course, except to the extent such indemnity is not permitted under the Australian Consumer Law, or, where the Course is conducted in New Zealand, the Consumer Guarantees Act 1993, the Fair Trading Act 1986 or the Accident Compensation Act 2001.

By completing and submitting this form I acknowledge that I have read and understood the release and indemnity and agree to be bound by these terms.

Course Participant Conditions

1. Only those participants in possession of a current valid driver's licence permitting the participant to drive the particular vehicle(s) used during the Course (which upon request must be produced) and those for whom the course fee has been paid in full will be entitled to participate in the Course;
2. The participant is, at any time, entitled to withdraw from the Course. In case of withdrawal, fees will be refunded as follows:
 - a. \$500 deposit refundable prior to 31 January 2026;
 - b. 100% (less \$500 deposit) after 31 January 2026 and greater than ninety (90) days' prior to commencement of the Course;
 - c. 0% if less than ninety (90) days' prior to the commencement of the Course.
3. The participant is entitled to reschedule by providing a minimum of ninety (90) days' notice to BMW Australia prior to the Course date.
4. Bookings may not be transferred or be resold or offered for resale. If a booking is resold or offered for resale it may be cancelled by BMW Australia without further notice.
5. The participant must confirm their withdrawal in writing to BMW Australia. Time periods as mentioned above refer to the date of receipt of the withdrawal notice by BMW Australia. BMW Australia reserves the right to deduct the cancellation fee (as set out in clause 2 above) from the participant's fees already paid;
6. Payment for the balance of the Course fee must be paid on or before 31 March 2026 ("Due Date"). BMW Australia reserves the right to cancel this booking at any time if payment has not been made in full by the Due Date.
7. All online card payments are processed securely via a third party payment processor. At present, BMW Australia has contracted with the Stripe Group, headed by Stripe, Inc. to provide these services. By completing a payment, the participant acknowledges and agrees that their card payment will be processed through Stripe, and that the participant will be bound by Stripe's Terms and Conditions and Privacy Policy in relation to those processing activities. The participant's card will be charged immediately upon confirmation of the transaction. For more information on Stripe's payment processing, the participant may refer to Stripe's Terms and Conditions and Privacy Policy. If BMW Australia appoints a different payment processor, it will make the identity of the provider reasonably known to payers prior to the completion of the payment.

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8. BMW Australia reserves the right to delay, amend or cancel the Course or any related activity due to inclement weather or other conditions outside BMW Australia's control. In the event of cancellation or delay, BMW Australia will make reasonable efforts to reschedule the Course or related activity or offer the participant a credit for use on a future Course. If rescheduling the Course or related activity is not possible or appropriate, or the participant is unable to attend a future Course, BMW will (in its discretion) provide the participant with a refund for the relevant portion of the fees paid by the participant for the cancelled or delayed portion of the Course or related activity. The participant will not be entitled to make any further claims against BMW Australia or its affiliates in relation to the cancellation, delay, or rescheduling of the Course or related activity.
9. Return transfers to the Course location (snow and ice driving location) by the participant's choice of coach, vehicle or helicopter (in accordance with their booking) are subject to weather conditions, including but not limited to heavy rain, snow, fog, or any other adverse weather conditions that may affect safety and travel routes. In the event of inclement weather, BMW Australia reserves the right to delay, reschedule, or amend the transfer service (for example by arranging alternative transportation) if deemed necessary for the safety of passengers and staff.
10. As part of the Course, each participant will receive a BMW M branded jacket in their chosen size. In its discretion, BMW Australia may accept requests for sizing changes, subject to stock availability and the jacket being returned in new and unworn condition with its tags still attached. Subject to Australian Consumer Law, or, where the Course is conducted in New Zealand, the New Zealand Consumer Guarantees Act 1993, BMW Australia will not accept returns of the BMW M branded jacket.
11. Participants attending the Course must adhere to the following dress code requirements for the duration of the Course:
 - a. participants must wear appropriate clothing for the conditions and non-slip flat-soled footwear.
12. Participants who fail to adhere to these dress code requirements will not be permitted to participate on the Course.
13. Participants must not take any photographs or video footage from inside any BMW M Driving Experience vehicle whilst moving or at any time during the Course.
14. Each Course participant or accompanying person agrees to be photographed / filmed in the course of their attendance at the Course and related activities (including organised meals) and assigns ownership of all photographs and film / video footage taken by BMW Australia or BMW Australia's appointed photographer / film crew in which the participant appears ("Material") to BMW Australia. Where the booking is placed by a participant for an accompanying person, the participant represents and warrants that they have sought and received the accompanying person's consent to provide this agreement.
15. Material may be used for publicity, marketing and promotional purposes and in any other manner BMW Australia determines without further reference or compensation.
16. BMW Australia and any third party to whom BMW Australia may assign the Material is hereby released from any claim or action whatsoever being made by the participant or accompanying person in connection with the Material and its use.
17. Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law, or, where the Course is conducted in New Zealand, the New Zealand Consumer Guarantees Act 1993, the Fair Trading Act 1986 and the Accident Compensation Act 2001.
18. If you have a problem or a complaint on the day of your experience, please bring this to BMW Australia's attention immediately so that issues may be addressed on the spot, where possible.
19. BMW Australia collects and uses personal information provided in connection with the Course or a booking in accordance with its [privacy policy](#).
20. These terms and conditions are governed by the laws of Victoria, Australia.
 - I have read and understood the Course Participants Conditions and agree to be bound by these terms.
 - I acknowledge that if I do not adhere to the Course Participant Conditions I will not be permitted to participate in the Course.

If on receipt of these Terms and Conditions you feel that you do not wish to be bound by the Terms and Conditions stated, then please notify us within five (5) business days from the date of the booking at which point we will cancel the booking and arrange to refund all money. If no notification is received within five (5) business days, then it is deemed that the terms and conditions have been accepted and therefore you will be bound by the terms and conditions of this purchase.

Additional Luxury Package Terms & Conditions

1. Participants who select and purchase the "Luxury Course Package" will receive 2 nights' accommodation at the Millbrook Resort ("Resort"), including daily breakfast, welcome function and a post Course event dinner.
2. Participants must provide BMW Australia with their flight travel details (including flight number, date and time) as soon as reasonably practicable prior to arriving at Queenstown airport to enable BMW Australia to arrange for the included airport transfers to the Resort.
3. Each participant's stay at the Resort will be subject to the terms and conditions of the Resort, which govern each participant's use of the accommodation and any associated services provided by the Resort. By booking the Luxury Course Package, each participant agrees to comply with, and be bound by, the Resort's terms and conditions, which are available by contacting the Resort, and will be presented upon check-in. These terms include that:
 - a. The Resort reserves the right to allocate rooms in its discretion and substitute rooms.
 - b. The Resort accepts no responsibility for damage to or loss of equipment or merchandise left on the premises prior to, during or after your stay.
 - c. You are responsible for any damage sustained to your property or caused by you (or any invitees or accompanying persons) during your stay.
 - d. You are not permitted to make alterations to the Resort.

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- e. You are permitted to bring any food or beverage into the Resort without their consent.
- f. You must not take photographs, sound or video recordings or use drones without the Resort's consent.
- g. General cleaning is included in your room cost. Where your actions or those of your invitees or accompanying person(s) create cleaning requirements that are considered by the Resort to be over and above normal cleaning, additional fees may apply.
- h. You must behave in an orderly manner during your stay, and in accordance with any rules posted by the Resort relating to noise. Failure to do so may result in your removal from the property without further compensation.
- i. Requests for additional security will be considered, but additional charges may apply.

4. Each participant acknowledges and agrees that they must always behave properly and act in an orderly manner whilst on the Resort premises. The Resort may, in its discretion, remove any participant from the Resort property if their behaviour is deemed unacceptable.

5. Each participant acknowledges and agrees that they will be held personally liable for any loss or damage to the Resort's property or any other charges incurred during their stay, including but not limited to damage to furniture, fittings, or hotel facilities. Any such damage or loss will be charged to the participant directly by the Resort or BMW Australia.

6. BMW Australia will not be liable for any damages, losses, injuries, or claims that may arise during each participant's stay at the Resort, including those related to Resort services, accommodation, or any acts or omissions of the Resort staff.

7. Each participant agrees to indemnify and hold BMW Australia harmless from any claims, demands, or legal actions, including legal fees, arising from their actions or omissions during their stay at the Resort, including but not limited to claims related to property damage, loss, injury, or any legal liability incurred by the Resort as a result of the participant's acts or omissions.

8. Participants who select and purchase the 'accompanying person' option acknowledge and agree that the accompanying person will receive each of the Luxury package inclusions and offerings except for the Drive Experience and will not be able to physically attend the Driver Experience venue. Each accompanying person also acknowledges and agrees that they will be bound by these T&Cs.