



INDEMNITY AGREEMENT

The provisions of this agreement are drawn to the attention of the Indemnifying Party where the laws of South Africa apply to the relationship between **BMW (South Africa) (Pty) Ltd, including its subsidiary BMW Financial Services, its divisions MINI, and Motorrad and the BMW ZA IT Hub ("BMW")** (the Indemnified Party) and the (Indemnifying Party).

I, the undersigned (Indemnifying Party), _____ (full names)

Identity Number: _____

Age: _____

hereby agree and acknowledge that:

1. I have freely chosen to engage in the activity being facilitated by BMW ("the Activity"). If the Activity includes enrolling and participating in a BMW organised group or club, the Activity shall include enrolling into the group or club and participating in all group or club activities.
2. I warrant that I am in good health and do not suffer from any illness or disability which may make it unsafe to participate in the Activity.
3. I release and agree to indemnify BMW, its affiliates, members, directors, and employees from any and all claims, losses, demands, actions, damages (direct and indirect damages), and causes of action, whether brought by me or any other third party, arising directly or indirectly out of my acts related to or arising out of the Activity.
4. I understand that the Activity may be **inherently dangerous** and may create certain **risks** to persons that can result in property damage or physical injury. I further understand that BMW, its affiliates, members, directors, and employees will not be and are not responsible for any injuries, property damage or liability that may arise from my participation in the Activity. **I assume full responsibility for the decision, and the consequences thereof, to take part in the Activity.**
5. I agree that this agreement may be treated as a defence to any action or proceeding that may be instituted or taken by anyone against the Indemnified Party, its affiliates, members, directors and employees for injuries and/or damages sustained as a result of the Activity as described herein.
6. I have read this agreement and understand all of its terms, and I have executed this Indemnity voluntarily and with full knowledge of its significance.
7. Where applicable, I hereby consent to BMW, its affiliates, members, directors, employees and third-party service providers lawfully processing my personal information

Company
BMW (South Africa) (Pty) Ltd.
Registration Number
1960/000196/07
A BMW Group Company
02/22

Postal address
PO Box 2955
Pretoria 0001
Office address
1 Bavaria Avenue
Randjespark Ext.17
Midrand 1685
Tel +27(0)12 522 3000
Fax +27(0)12 522 2347
Internet www.bmw.co.za

Board of Directors
*M Nedeljković (Chairman)
P J van Binsbergen (CEO South Africa
& Sub-Saharan Africa)
**J R Kemminer (CFO South Africa &
Sub-Saharan Africa)
J Mouton (Technical & Logistics)
D J Modise (Human Resources)
***K von der Osten-Sacken (Digital &
Global Solutions)
T S Profit-McLean (Non-Executive) S
Mabaso-Koyana (Non-Executive)
* Serbian ** German



as defined in the Protection of Personal Information Act 4 of 2013 (**POPI**) for the purpose of me participating in the Activity.

8. I hereby indemnify and hold BMW, its affiliates, members, directors and employees harmless from any loss, damage or injury that may incur as a result of any unintentional disclosures of my personal information to unauthorised persons or the provision of incorrect or incomplete personal information to BMW its affiliates, members, directors and employees.
9. The parties agree that this agreement may be signed electronically in terms of the Electronic Communications and Transactions Act 25 of 2002 (**ECTA**). In accordance with ECTA, the agreement, in electronic format, is of legal force and effect.
10. By signing this Indemnity, I release, indemnify and hold BMW its affiliates, members, directors and employees harmless from any and all costs, losses, expenses, damages (direct, indirect, consequential, or otherwise) which BMW, its affiliates, members, directors, employees and any other person may sustain as a direct or indirect result of breach of any warranties in this Indemnity or me participating in the Activity, including where such claims, losses and damages are caused by my negligent or wilful act or omission.

I confirm that I have read and understood the terms of this Indemnity and hereby agree to be bound by this Indemnity.

Signature: _____

Date: _____

If under the age of 18, assisted by my parent or legal guardian who confirms that they have read and understood the terms of this Indemnity and hereby agree to be bound by this Indemnity:

Name of parent or legal guardian: _____

Signature: _____

Identity Number: _____

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