

MATCH HOSPITALITY AG
2021 FORMULA ONE PADDOCK CLUB™
HOSPITALITY WEBSHOP SALES REGULATIONS

1. Purpose and Applicability of the Sales Regulations

- 1.1. In addition to the 2021 Formula One Paddock Club™ Standard Terms and Conditions, these Sales Regulations outline the terms and conditions which apply to, and govern, the sale through the Webshop for the 2021 Formula One Paddock Club™.
- 1.2. Each Applicant acknowledges and agrees that, by (i) completing the Application Process and (ii) clicking the Acceptance of Terms and Conditions Box, it confirms that it has read, understood and accepts these Sales Regulations and the 2021 Formula One Paddock Club™ Standard Terms and Conditions, and that it agrees to be irrevocably bound by these Sales Regulations and the 2021 Formula One Paddock Club™ Standard Terms and Conditions.
- 1.3. MATCH Hospitality reserves the right to amend the manner in which it sells Tickets and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Applicant completes the Application Process and clicks the Acceptance of Terms and Conditions Box.
- 1.4. All terms that have a capital letter shall have the meanings set out in the 2021 Formula One Paddock Club™ Standard Terms and Conditions and in Section 15. For the avoidance of doubt, the Application Form is a type of Registration Form and Purchase Confirmation is a type of Order Confirmation pursuant to the 2021 Formula One Paddock Club™ Standard Terms and Conditions.
- 1.5. In accordance with FOHES policies, from each Ticket Holder receiving Tickets through the Purchaser, the Purchaser is responsible for securing their written acceptances of the 2021 Formula One Paddock Club™ Standard Terms and Conditions and providing such acceptances to MATCH Hospitality for onward distribution to FOHES. Purchaser will notify all such Ticket Holders that by their use of a Ticket, they indicate their acceptance to both the 2021 Formula One Paddock Club™ Standard Terms and Conditions as well as these Sales Regulations.

2. Application Process

- 2.1. The Applicant acknowledges and agrees that the Application Process involves a

number of steps including (i) creating an account with MATCH Hospitality (ii) providing payment details to MATCH Hospitality (iii) completing and submitting an Application Form to MATCH Hospitality and (iv) clicking the Acceptance of Terms and Conditions Box.

- 2.2. Completion of the Application Process does not guarantee the availability of the Tickets for which the Applicant has applied. Completion of the Application Process constitutes an irrevocable and binding offer to MATCH Hospitality by the Applicant to purchase the Tickets for which the Applicant has applied and MATCH Hospitality may accept or reject any such offer.
- 2.3. If MATCH Hospitality elects to accept the Applicant's offer to purchase the Tickets, it will confirm its acceptance by emailing the Applicant a Confirmation of Purchase and the Applicant shall become a Purchaser. The Applicant acknowledges and agrees that payment in full for the price of the Tickets must be irrevocably debited from the Purchaser's account and credited to MATCH Hospitality's account prior to MATCH Hospitality emailing the Applicant a Confirmation of Purchase.
- 2.4. MATCH Hospitality reserves the right in its sole discretion to impose a limit on Tickets which an Applicant may purchase whether by reference to (i) quantities and/or (ii) monetary value.

3. Application Form

- 3.1. Each Applicant is responsible for correctly completing and providing all information required by MATCH Hospitality under the Application Process including the full completion and submission of the Application Form. MATCH Hospitality reserves the right to reject any applications which are incomplete or incorrect. MATCH Hospitality shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with any Applicant by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Applicant's email.
- 3.2. If the Application Form is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Application Form and clicks the Acceptance of Terms and Conditions Box represents and warrants

that he or she has the legal capacity and authority to bind the company/legal entity indicated in the Application Form; provided that the Sales Agreement will be entered into by the company (or other legal entity) and MATCH Hospitality in this situation and not the individual. The individual represents and warrants that he or she is of legal age to enter into binding agreements.

- 3.3. The Applicant acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Applicant agrees to (i) immediately notify MATCH HOSPITALITY of any unauthorised use of its account or password and any other breach of security and (ii) ensure that it exits its account at the end of each session. MATCH HOSPITALITY cannot and will not be liable for any loss or damage arising from the Applicant's failure to comply with this Section 3.3.

4. The Sales Agreement

- 4.1. Each Sales Agreement shall consist of, and incorporate the terms of:
 - (i) the Application Form;
 - (ii) the Confirmation of Purchase;
 - (iii) these Sales Regulations; and
 - (iv) the 2021 Formula One Paddock Club™ Standard Terms and Conditions.
- 4.2. The Sales Agreement represents the sole and complete statement of the respective rights and obligations of MATCH Hospitality and the Purchaser with regard to the subject matter thereof and supersedes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Tickets which are the subject of the Confirmation of Purchase.
- 4.3. All sales of Tickets are final. All payments made by Purchasers in connection with the Tickets (whether or not such Tickets are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable.

5. Hospitality and Use of Tickets

- 5.1. MATCH Hospitality acts as an Authorized Seller for FOHES distributing 2021 Formula One Paddock Club™ Tickets, products and services. Purchasers may not, following the conclusion of the

Sales Agreement, request substitutions for, or alterations to, any services and benefits, which are provided by FOHES or the entities it designates to operate the 2021 Formula One Paddock Club™ nor by MATCH Hospitality.

- 5.2. The Purchaser accepts and acknowledges that the scope of the services and benefits made available to it under the Sales Agreement are subject to such changes as may be required for reasons of public safety and security or as required by FOHES or the entities it designates to operate the official 2021 Formula One Paddock Club™. MATCH Hospitality shall use reasonable endeavours to notify the Purchaser about any information that MATCH Hospitality receives from FOHES regarding such changes as soon as reasonably possible.
- 5.3. All Tickets and related hospitality services and benefits and all Events are subject to controls established by FOWC, FIA, FOHES, the Caterers and Event service providers, and are not matters under the control of MATCH Hospitality. Subject to receipt of full payment for the Tickets as required by these Sales Regulations, MATCH Hospitality will confirm to FOHES that the Total Fee has been received for the Tickets reflected in the Application Form, and will facilitate the delivery or collection of the Tickets by Purchaser.
- 5.4. Purchaser acknowledges that staff passes are not available arising from this Sales Agreement, regardless of the number of Tickets purchased, unless specifically agreed in writing between Purchaser and MATCH Hospitality.

6. Payment

- 6.1. By completing the Application Process, each Applicant authorises MATCH Hospitality to take payment from the Applicant's payment card (as specified in Section 6.2) for the Total Fee subsequently purchased by the Applicant without further notice. The Applicant is responsible for ensuring that there are sufficient funds available on its payment card at the time any payment is taken by MATCH Hospitality.
- 6.2. Payments may only be made by those payment cards identified during the Application Process as being accepted by MATCH Hospitality.
- 6.3. Any VAT and/or other consumption or applicable local tax, fees or dues will be reflected in the invoice at the applicable rate.
- 6.4. Payments must be received in full in the currency specified in the Application Process, unless otherwise agreed in writing by the parties. Any and all bank, payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation outlined in Section 6.1 above will be the sole responsibility of, and be borne by, the Purchaser.
- 6.5. No refunds of any amounts paid by the Purchaser to MATCH Hospitality will be made to the Purchaser under any circumstances.
- 6.6. If payment of any monies which are due

and payable pursuant to Section 6.1, 6.2 or 6.3 are not received by MATCH Hospitality in full for any reason, MATCH Hospitality may upon giving notice to the Purchaser, in addition to all other remedies available to it at law:

- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;
 - (ii) terminate the Sales Agreement in respect of a certain number of specified Tickets only, or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Tickets only;
 - (iii) immediately and without further notice make available for sale to third parties each Ticket which is the subject of any termination / revocation;
 - (iv) retain, as a non-refundable deposit, any amounts paid by the Purchaser as at the date of such termination / revocation;
 - (v) charge the Purchaser interest on all amounts outstanding at five percent (5%) above 12 month US Dollar Libor rate as it may vary from time to time from the date payment became due until actual payment is made;
 - (vi) terminate or suspend any of MATCH Hospitality's obligations under the Sales Agreement; and/or
 - (vii) claim for all further losses and costs suffered by MATCH Hospitality as a result of non-payment and/or late payment.
- MATCH Hospitality retains the right to claim damages which are in excess of the amounts specified above.
- 6.7. The misuse of a credit or debit card or use without authorisation of the legal holder of the credit or debit card is viewed in the most serious manner by MATCH Hospitality and MATCH Hospitality reserves the right to take legal action against those committing or attempting to commit online fraud or the like.
 - 6.8. MATCH Hospitality reserves the right to refuse to process payments in respect of Applicants with a prior history of questionable charges or where MATCH Hospitality reasonably believes a sale may result in a breach of the Sales Agreement. MATCH Hospitality may carry out such checks as it considers appropriate before processing a credit or debit card payment for security purposes. As part of such checks, MATCH Hospitality may disclose personal data to third parties for the purposes of carrying out these security checks. The Applicant acknowledges and agrees that MATCH Hospitality will not be liable for any damages resulting from its decision not to process a payment. THE APPLICANT EXPLICITLY APPROVES THE TRANSFER OF HIS PERSONAL DATA IN THIS CONTEXT.
- ## **7. Delivery of Tickets**
- 7.1. If the Ticket is an e-Ticket, the Purchaser acknowledges and accepts:
 - (i) the e-Tickets will be emailed to the Purchaser;
 - (ii) the Purchaser will be required to print off the e-Tickets;
 - (iii) e-Tickets must be printed in portrait

mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (including but not limited to electronic, PC screen, portable screen and mobile screen) is valid. Any e-Ticket that is partly printed, soiled, damaged or illegible shall not be considered valid;

(iv) Purchaser and Ticket Holders will be required to have valid identification in order to access the Event with e-Tickets.

- 7.2. If the Ticket is a paper Ticket, and Paddock Club™ Parking Ticket these will be:

(i) delivered to the address stated in the Confirmation of Purchase (or to a different address subsequently notified in writing by the Purchaser and duly acknowledged in writing by MATCH Hospitality) by a method of MATCH Hospitality's choice; or

(ii) made available for collection by the Purchaser from MATCH Hospitality in accordance with policies to be established by MATCH Hospitality and notified to the Purchaser.

The Purchaser acknowledges and agrees that the delivery or the availability for collection, of Ticket or Paddock Club™ Parking Ticket is subject to the Purchaser having complied in full with all elements of the Sales Agreement.

- 7.3. MATCH Hospitality will not be responsible or liable in any way to a Purchaser or any third party as a result of any late delivery of a Ticket and Paddock Club™ Parking Ticket which arises as a result of a failure of and/or interruption to any delivery services.

- 7.4. MATCH Hospitality will not deliver Tickets and Paddock Club™ Parking Tickets to post office boxes, unless agreed otherwise in writing by MATCH Hospitality on a case-by-case basis. The Purchaser is required to provide a street address as well as the name and contact details of an individual which has been authorised to take delivery of the Tickets and Paddock Club™ Parking Tickets. It is the Purchaser's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Ticket and Paddock Club™ Parking Ticket and to notify MATCH Hospitality of any change in the proposed delivery address.

- 7.5. If the Purchaser has not received the Ticket and/or Paddock Club™ Parking Ticket at such time indicated in Section 7.2 (i) it is the sole responsibility of the Purchaser to immediately notify MATCH Hospitality in writing.

- 7.6. Any paper Ticket or Paddock Club™ Parking Ticket (if applicable) which has become damaged in any way after delivery to, or collection by, the Purchaser and is, as a consequence, unreadable, may not be accepted for admission to, or use at, an Event and/or Facility. It is the sole responsibility of the Purchaser to notify MATCH Hospitality in the event that any paper Ticket or Paddock Club™ Parking Ticket (if applicable) is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket or Paddock Club™ Parking Ticket (if applicable) will be deemed to be undamaged at delivery or collection.

- 7.7. MATCH Hospitality shall not be responsible or liable in any way to a Purchaser or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket or Paddock Club™ Parking Ticket (if applicable) once received or collected by the Purchaser.
- 7.8. MATCH Hospitality reserves the right to determine whether to issue replacement paper Tickets or Paddock Club™ Parking Ticket (if applicable) in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7, and to determine the conditions which may apply to any such replacements. MATCH Hospitality reserves the right to determine the conditions which shall apply to the replacement paper Tickets or Paddock Club™ Parking Ticket (if applicable) in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7.
- 8. Data**
- 8.1. The Purchaser agrees that it shall comply with FOHES' and MATCH Hospitality's directives with regard to the provision of individual data for Ticket Holders. The Purchaser shall provide MATCH Hospitality, immediately following any request by MATCH Hospitality and/or any third party authorised by FOHES, with full details relating to its identity and the identity of each of its Ticket Holders, including the Ticket Holder's name, nationality and date of birth and email address. Furthermore, the Purchaser agrees, if requested by MATCH Hospitality, to provide each of its Ticket Holders with the Ticket specifically allocated or by Ticket number to such Ticket Holder.
- 8.2. In the event that the Purchaser fails to provide such details, MATCH Hospitality reserves the right to withhold delivery of the Tickets and Paddock Club™ Parking Tickets until such data is provided, to cancel the relevant Tickets and Paddock Club™ Parking Tickets and/or to refuse entrance to the Event and/or any Facility to any Purchaser or Ticket Holder for which data has not been provided, with no right to any refund. Any Ticket and Paddock Club™ Parking Ticket cancelled may be made available for re-sale by MATCH Hospitality.
- 8.3. MATCH Hospitality or FOHES may carry out access controls at the Event. In the event that a Purchaser or Ticket Holder attempts to use a Ticket at the Event and/or Facility and the personal details of such Purchaser or Ticket Holder do not match the data provided in respect of such Ticket, MATCH Hospitality or FOHES expressly reserves the right to cancel the relevant Ticket(s) and/or to refuse entrance to the Event and/or Facility to the Purchaser or Ticket Holder, with no right to any refund. Any Ticket and Paddock Club™ Parking Ticket may be made available for re-sale by MATCH Hospitality.
- 8.4. The personal data provided to MATCH Hospitality, FOHES and/or any third party authorised by FOHES pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by MATCH Hospitality and/or FOHES (located both within and outside of Switzerland) for purposes relating to: (i) Ticket sales and allocation procedures, (ii) any relevant safety and security measures, (iii) rights protection measures in connection with the Event; and (iv) marketing and analytical purposes (you may opt out of the marketing use of the data by sending both MATCH Hospitality and FOHES an email to that effect at PaddockClub@match-hospitality.com and info@formulaonepaddockclub.com respectively). The Purchaser acknowledges its responsibility to obtain the consent of each Ticket Holder to use his personal data for the purposes described above.
- 8.5. Applicants may update, correct or amend their personal data by contacting MATCH Hospitality in writing. If an application is cancelled or MATCH Hospitality rejects the Applicant's offer to purchase the Tickets, the Applicant may request deletion of its personal data provided in connection with the Application Form by contacting MATCH Hospitality in writing.
- 9. Prohibition on the Resale and Transfer of Tickets**
- 9.1. Except where explicitly agreed by MATCH Hospitality, the Purchaser is prohibited from:
- (i) conducting any re-sale, exchange or other transfer (other than the provision to a Ticket Holder) of any Ticket, Paddock Club™ Parking Ticket (if applicable) or other benefit or service provided in connection with a Ticket, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Purchaser in connection (whether direct or indirect) with the provision by the Purchaser of any Ticket; and
- (ii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Ticket by the third party.
- 9.2. Tickets may only be used by the Purchaser itself or by its Ticket Holders to which the Purchaser provides the Tickets.
- 9.3. The Purchaser shall ensure that none of its Ticket Holders resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Ticket, Paddock Club™ Parking Ticket (if applicable) or other benefit or service provided in connection with a Ticket, and that all Ticket Holders are informed in writing of this prohibition.
- 9.4. Any Purchaser or Ticket Holder who is entitled to use a Ticket must be the same person as the Purchaser or Guest who uses each of the corresponding components of the relevant Ticket.
- 9.5. At no stage will a Ticket Holder become a party to the Sales Agreement, or be entitled to any recourse against MATCH Hospitality or FOHES under the Sales Agreement.
- 10. Use of the Tickets**
- 10.1. The Purchaser expressly acknowledges and agrees that the purchase of a Ticket does not grant the right to, or permit the Purchaser and/or its Ticket Holder(s) to exercise, any marketing, advertising or promotional rights with respect to the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event.
- 10.2. The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event.
- 10.3. The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not (at any time):
- (i) use a Ticket or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
- (ii) conduct any promotional, advertising or marketing activity in connection with the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event; or
- (iii) conduct any activity which MATCH Hospitality or FOHES reasonably believes may lead to an association between the Purchaser and/or its Ticket Holder and the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event.
- 10.4. The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and logo of the Formula One Paddock Club™) which may be inferred by the public as identifying with FIA, FOHES, the Event, Formula One Paddock Club™ including the words "Formula One", "Formula One Paddock Club™", "2021 FIA Formula One World Championship™" "F1", "FIA" or "Fédération Internationale de l'Automobile" (or any other term used in any language to identify the Event) or any similar indicia or derivation of such terms in any language.
- 10.5. The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Event or Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Purchaser and each of its Ticket Holders shall refrain from wearing, in any Event or Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Purchaser and/or its Ticket Holder(s) and which is intended

to be worn as part of a group wearing the same or similar clothing in a way which MATCH Hospitality or FOHES may regard as the conduct of a promotional, advertising or commercial activity.

10.6. The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Event or Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any FIA Authority or, at the entrance of and within a Facility, by MATCH Hospitality and any person engaging in such activities is subject to ejection from the Event and/or Facility.

11. Acceptance of Risk, Limitations on Liability, Purchaser and Ticket Holder Responsibilities

11.1. The following limitations of liability apply with respect to all Tickets.

11.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AND EACH TICKET HOLDER (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING ANY EVENT OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH HOSPITALITY AND THE FIA AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE PURCHASER AND EACH TICKET HOLDER (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE FACILITY AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A PURCHASER OR TICKET HOLDER TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WIFUL MISCONDUCT OF MATCH HOSPITALITY OR A FIA AUTHORITY

11.3. SUBJECT TO SECTION 11.5 BELOW MATCH HOSPITALITY'S ROLE IS AS AUTHORISED DISTRIBUTOR OF TICKETS. MATCH HOSPITALITY SHALL NOT BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF FOHES, FIA, FOWC OR ANY OTHER PERSON OR ENTITY NOT CONTROLLED BY MATCH HOSPITALITY, NOR ANY LOSS OR OF DAMAGE TO PROPERTY OF CLIENT OR ANY PROPERTY WITHIN THE POSSESSION OF THE CLIENT WHICH IS LOST OR DAMAGED WITHIN THE FACILITY OR THE PADDOCK CLUB PARKING AREA.

11.4. SUBJECT TO SECTION 11.4 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH HOSPITALITY SHALL NOT BE LIABLE TO THE PURCHASER AND/OR ANY TICKET HOLDER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF RESTADIUM, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION

WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT AND THE MAXIMUM LIABILITY OF MATCH HOSPITALITY TO THE PURCHASER AND/OR ANY TICKET HOLDER IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR THE TICKETS BY THE PURCHASER TO MATCH HOSPITALITY IN RESPECT OF THE SALES AGREEMENT.

11.5. NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY PURCHASER OR ANY TICKET HOLDER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY MATCH HOSPITALITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11.6. THE PURCHASER AND EACH TICKET HOLDER IS RESPONSIBLE FOR THE USE OF ITS TICKET. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AND EACH TICKET HOLDER INDEMNIFIES AND HOLDS HARMLESS MATCH HOSPITALITY AND THE FIA AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

- (i) ITS MISUSE OF A TICKET; OR
- (ii) THE MISUSE OF A TICKET PASS BY A MINOR IF THE TICKET WAS PROVIDED BY THE PURCHASER; OR
- (iii) THE MISUSE OF A TICKET BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET THROUGH IT; OR
- (iv) A VIOLATION OF THESE SALES REGULATIONS, THE 2021 FORMULA ONE PADDOCK CLUB™ STANDARD TERMS AND CONDITIONS AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET.

THIS MEANS THAT IF A PURCHASER OR GUEST VIOLATES ANY TICKET RELATED RULES, IT MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH HOSPITALITY AND/OR THE FIA AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

11.7. THE PURCHASER AND EACH TICKET HOLDER IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE TICKETS (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE PURCHASER AND EACH TICKET HOLDER AT THEIR OWN RISK AND MATCH HOSPITALITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE PURCHASER AND ANY TICKET HOLDER.

11.8. ADDITIONALLY, AS AN AUTHORISED SELLER, MATCH HOSPITALITY IS AN

"INDEMNIFIED PARTY" AS DEFINED IN THE OFFICIAL 2021 FORMULA ONE PADDOCK CLUB™ STANDARD TERMS AND CONDITIONS.

12. Unforeseen Circumstances and Insurance

12.1. MATCH Hospitality shall not be liable for any failure to provide Facilities and hospitality services and benefits due under any Ticket as a result of any cancellation, abandonment and/or interruption, relocation or postponement of the Event (whether in whole or in part) whether due to a Force Majeure event or not.

12.2. In the event of a cancellation of the Event due to a Force Majeure Event, MATCH Hospitality shall use its reasonable endeavours (and to the extent it is able to) to arrange a refund for the Purchaser from FOHES.

12.3. However, the Purchaser is responsible for, and is recommended to arrange, its own insurance (such as, without limitation, travel insurance, public liability insurance or cancellation insurance) to cover risks and associated costs arising out of or connected to the Sales Agreement including this Section 12.

13. Termination

13.1. In the event that any Purchaser fails to ensure that MATCH Hospitality receives, in full any amount due and payable, MATCH Hospitality reserves the rights specified in Section 6.6, including, without limitation, the right to terminate the Sales Agreement in full or in part.

13.2. The Purchaser agrees and acknowledges that, in the event of a violation of any term of these Sales Regulations, the 2021 Formula One Paddock Club™ Standard Terms and Conditions or any other relevant laws or by-laws, MATCH Hospitality shall, in addition to all other rights and remedies that MATCH Hospitality may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part;
- (ii) render null and void any applicable Ticket;
- (iii) enforce FOHES' right to cancel and/or rescind the Ticket(s);
- (iv) refuse entry into the Event and/or any Facility to the offending Purchaser and/or Ticket Holder, or eject the Purchaser and/or Ticket Holder from the Event and/or Facility;
- (v) file suit to enforce the Sales Agreement and claim damages, if appropriate; and/or
- (vi) notify governmental authorities of a violation of the provisions of these Sales Regulations, the 2021 Formula One Paddock Club™ Standard Terms and Conditions, and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

13.3. The Purchaser agrees and acknowledges that, in the event of a violation of any term of the 2021 Formula One Paddock Club™ Standard Terms and Conditions or any other relevant laws or by-laws, FIA, FOHES or MATCH Hospitality acting on FOHES' behalf, shall, in addition to all

other rights and remedies that the FIA may have, retain the right to:

- (i) cancel and/or rescind any Ticket; and/or
 - (ii) refuse entry into the Event and/or any Facility to the offending Purchaser and/or Ticket Holder, or eject the Purchaser and/or Ticket Holder from the Event and/or Facility.
- 13.4. The Purchaser agrees and acknowledges that:
- (i) MATCH Hospitality remains entitled to terminate, in whole or in part, the Sales Agreement if FOHES has exercised any of its rights set out in Section 13.3 above; and
 - (ii) FOHES remains entitled to cancel and/or rescind the Ticket(s) if MATCH Hospitality has exercised any of its rights set out under Section 13.2 above.
- 13.5. In addition to laws applicable in other countries, the government of the country in which the Event is being held, or English or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets in violation of these Sales Regulations, the 2021 Formula One Paddock Club™ Standard Terms and Conditions or any other relevant laws or by-laws. Purchasers and their Ticket Holders are advised to obtain information about applicable laws relating to Tickets.
- 13.6. Further to other termination rights granted under the 2021 Formula One Paddock Club™ Standard Terms and Conditions and the corresponding right to cancel Tickets reflected in these Sales Regulations, MATCH Hospitality shall have the right to cancel any Hospitality Package in the event of:
- (i) any insolvency, bankruptcy filing or liquidation of the Purchaser;
 - (ii) the appointment of an administrator in respect of the Purchaser;
 - (iii) the Purchaser entering into an arrangement with its creditors; or
 - (iv) any other event which may give rise to the reasonable belief that the Purchaser will not be able to complete the full payment of the Ticket purchase price, provided that any such events occur prior to receipt by MATCH Hospitality of the full purchase price of the Ticket.
- 13.7. In the event of termination, any payment made by the Purchaser, whether in full or in part, will be retained by MATCH Hospitality as partial compensation for the administration and cancellation fees and production costs. MATCH Hospitality nevertheless retains the right to sue for a higher level of applicable damages.

14. Miscellaneous

- 14.1. Should any provision(s) of these Sales Regulations or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 14.2. MATCH Hospitality reserves the right to refuse the purchase of Tickets by

Applicants who are identified by FOHES as being prohibited from any such purchase.

- 14.3. If there is any inconsistency between the provisions of these Sales Regulations and the 2021 Formula One Paddock Club™ Standard Terms and Conditions with respect to any matter pertaining to the use of the 2021 Formula One Paddock Club™, the and the 2021 Formula One Paddock Club™ Standard Terms and Conditions shall apply and will prevail over the terms of these Sales Regulations.
- 14.4. The Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts for the purpose of enforcing any claim or dispute arising hereunder.
- 14.5. The Purchaser agrees to indemnify and hold harmless MATCH Hospitality and the FIA Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
- (i) any claim by any Ticket Holder against MATCH Hospitality or a FIA Authority in connection with any purported breach by MATCH Hospitality of the Sales Agreement;
 - (ii) any activity conducted by the Purchaser or any of its Ticket Holders which causes damage to MATCH Hospitality or an FIA Authority or to the enjoyment of Tickets by any other Purchaser or Ticket Holder; and
 - (iii) any activity conducted by the Purchaser or any of its Ticket Holders which infringes the intellectual property rights of MATCH Hospitality and/or FOHES.
- 14.6. A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax or by PDF attached to an email to the party due to receive the notice. MATCH Hospitality's address, fax and email details are those specified in the Confirmation of Purchase. The Applicant's address, fax and email details are those specified in the Application Form. Either party may amend such details by written notice to the other party.
- 14.7. The Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH Hospitality and the Purchaser.

15. Definitions

"Acceptance of Terms and Conditions Box" means the tick box located on the check-out page which reads substantially as follows: "I hereby accept and will comply with the Sales Regulations, the 2021 Formula One Paddock Club™ Standard Terms and Conditions and other requirements of the Application Process and Application Form."

"Applicant" means any legal entity or individual

wishing to purchase a Ticket via the Webshop.

"Application Form" means the online order form for the application of Tickets on the Webshop.

"Application Process" means the online application process under which the Applicant applies for Tickets on the Webshop.

"Confirmation of Purchase" means the document emailed to the Purchaser confirming the purchase of Tickets and providing details of such purchase.

"FIA Authority" means any out of FIA, FOHES, FOWC, the Event management and/or any governmental entity responsible for safety and security in connection with the Formula One Paddock Club™, and their respective employees, volunteers, agents, representatives, officers and directors.

"Force Majeure Event" shall mean a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, any epidemic and or any pandemic, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of FOHES or another FIA Authority.

"MATCH Hospitality" means MATCH Hospitality AG incorporated and registered in Switzerland with company number CHE-113.834.127 and whose registered office is at Freigutstrasse 20, 8002 Zurich.

"Sales Agreement" means the agreement between MATCH Hospitality and the Purchaser for the purchase of Tickets, as more fully described in Section 4.

"Sales Regulations" means these regulations governing the sale via the Webshop and use of Tickets.

"Webshop" means the online sales shop for Tickets under which Applicants can apply for Tickets.

"2021 Formula One Paddock Club™ Standard Terms and Conditions" means the official 2021 Formula One Paddock Club™ Standard Terms and Conditions also available through the Webshop in addition to these Sales Regulations.



2021 Formula 1 Paddock Club™ Standard Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise:

"2021 Championship" means the 2021 FIA Formula 1 World Championship™;

"2022 Championship" means the 2022 FIA Formula 1 World Championship™;

"Booking Form" means an application for Tickets on a standard FOHES application form (or on such other document as may be acceptable to FOHES from time to time) available on such webpage as FOHES may notify the Client from time to time;

"Caterer" means any person or organisation appointed by or approved by FOHES to provide catering, food and beverage services for the Facility in respect of the Event;

"Championship" means the FIA Formula 1 World Championship™;

"Circuit" means a circuit at which the Event is held including any and all areas, buildings, structures, facilities, services and fit out located within such circuit;

"Client" means the party named on the Order Confirmation (or such other person or organisation as may be substituted for such party with the written consent of FOHES) and where the context so requires shall include any employee, representative, agent or contractor acting on the Client's behalf;

"Event" means the relevant round of the 2021 Championship or part thereof (including dayson which practice, qualifying and any support races take place) at which the Paddock Club is operated by FOHES and to which the Ticket relates (which for the avoidance of doubt, shall not include the Singapore Grand Prix or the Australian Grand Prix);

"Event Period" means:

- (i) in respect of Three Day Tickets, such Opening Hours as FOHES advises the Client that the Facility is open and available to the Client on the Friday, Saturday and Sunday of the Event;
- (ii) in respect of Two Day Tickets, such Opening Hours as FOHES advises the Client that the Facility is open and available to the Client on the Saturday and Sunday of the Event;
- (iii) in respect of Friday Tickets, such Opening Hours as FOHES advises the Client that the Facility is open and available to the Client on the Friday of the Event;

"Facility" means the area notified to the Client by FOHES as being the area in which Formula 1 Paddock Club™ hospitality is provided (including any area in which any Restricted Access Tour takes place and any Paddock Club™ Parking Area) at the Event;

"Facility Regulations" has the meaning given to it in Clause 9.3(b);

"FIA" means the Fédération Internationale de l'Automobile, place de la Concorde 8, 75008 Paris, France or such other address as it may from time to time operate from or any employee, representative, agent or contractor acting on the FIA's behalf;

"FOHES" means Formula One Hospitality and Event Services Limited (company number 08445563) of No. 2 St James's Market, London, England, SW1Y 4AH or such other address as it may from time to time operate;

"Formula 1 Companies" means FOHES, FOWC and their affiliates, each a **"Formula 1 Company"**;

"FOWC" means Formula One World Championship Limited (company number 04174493) of No. 2 St James's Market, London, England, SW1Y 4AH or such other address as it may from time to time operate, and/ or where the context requires shall include Formula One Management Limited (company number 01545332) of No. 2 St James's Market, London, England, SW1Y 4AH ("**FOM**"), a direct subsidiary of FOWC;

"Friday Tickets" means a Ticket valid for the Opening Hours on the Friday of the Event;

"Opening Hours" means the hours of the relevant day of the Event during which the Facility is open to the Client as advised by FOHES from time to time;

"Order Confirmation" means a written confirmation by FOHES to the Client that the Booking Form has been received and accepted;

"Paddock Club™ Parking Area" means a dedicated parking area notified to the Client by FOHES at the Event for use by Clients who hold Paddock Club™ Parking Tickets;

"Paddock Club™ Parking Ticket(s)" means a parking ticket or sticker issued to a Client by FOHES permitting parking in a Paddock Club™ Parking Area;

"Restricted Access Tour" has the meaning given to it in Clause 4.3(a);

"Terms and Conditions" means these Formula 1 Paddock Club™ standard terms and conditions, including the Privacy Policy set out in Clause 21;

"Three Day Ticket(s)" means a Ticket valid for the Opening Hours on the Friday, Saturday and Sunday of the Event;

"Ticket(s)" means a ticket, voucher or other form of pass issued by FOHES permitting access to the Facility during the Event Period;

"Ticket Amount" means the amount that FOHES has received for a Ticket;

"Ticket Holder" means a person authorised in accordance with Clause 6.2 to use a Ticket for the Facility and any other person bearing a Ticket;

"Ticket Price" means the price advised and confirmed by FOHES as being payable by the Client for a Ticket (including any and all applicable taxes (including but not limited to sales taxes, value added taxes and similar taxes) but excluding any handling, processing or delivery fee or postage or courier charges); **"Total Fee"** means the amount payable under these Terms and Conditions by the Client to FOHES, being the Ticket Price and any handling, processing or delivery fee or postage or courier charges; and

"Two Day Ticket(s)" means a Ticket valid for the Opening Hours on the Saturday and Sunday of the Event.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely.
- (c) A reference to conduct includes, without limitation an omission, statement or undertaking, whether or not in writing.
- (d) Where there are two or more parties named as the Client, a reference to a right or obligation of the Client confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (e) In case of any matter stated to be subject to the approval, agreement or consent of a person, or in relation to which any person reserves any right, save as otherwise stated, such approval, agreement or consent may be given or withheld by such person or such person may reserve such right acting in its sole discretion and the words "approve", "approval", "agree", "agreement", "consent" and "reserves the right" shall be construed accordingly.

2. AGREEMENT

2.1 Binding Agreement

- (a) If the Client has bought (or been issued with) any Ticket for any other person, the Client must bring these Terms and Conditions and any applicable Facility Regulations to the attention of such other Ticket Holders. The Client must ensure that any such Ticket Holder complies with these Terms and Conditions and the Facility Regulations. If the Client, or any such Ticket Holder, fails to comply with these Terms and Conditions or the Facility Regulations, the Client or the Ticket Holder (as applicable) may be refused admission to the Facility or removed from the Facility and/or the Circuit without refund or compensation. If there is any conflict or ambiguity between these Terms and Conditions and the Facility

Regulations, these Terms and Conditions will prevail.

- (b) These Terms and Conditions, any Booking Form and Order Confirmation and any applicable conditions of sale and Facility Regulations constitute the entire agreement between FOHES and the Client or the Ticket Holder (as applicable) for the purchase and/or use by the Client or use by the Ticket Holder (as applicable) of one or more Tickets and shall be deemed to have been accepted by the Client when the Client submits a Booking Form to FOHES and by the Ticket Holder when the Ticket Holder enters the Facility and/or uses a Ticket.
- (c) By entering the Facility and/or using the Ticket, each Ticket Holder acknowledges and agrees that he or she has read and understood these Terms and Conditions and the Facility Regulations and agrees to adhere to these Terms and Conditions and the Facility Regulations (including all obligations imposed on the Client under these Terms and Conditions and the Facility Regulations).

2.2 FOHES Reservation of Rights

- (a) Notwithstanding anything elsewhere contained in these Terms and Conditions, FOHES reserves the right to determine whether or not any requests contained within a Booking Form (or otherwise) for Tickets are accepted.
- (b) All Tickets are sold or provided subject to availability and to these Terms and Conditions, any conditions of sale and the Facility Regulations.
- (c) FOHES reserves the right to refuse admission to (or remove from) the Facility any person: (i) not complying with these Terms and Conditions and the Facility Regulations; or (ii) who is in possession of a Ticket which has been sold or used other than in compliance with these Terms and Conditions and the Facility Regulations.

3. TICKETS AND PAYMENT

3.1 Obtaining or purchasing Tickets

- (a) All Tickets must be purchased or obtained directly from FOHES, its affiliates or its nominees or through an official Ticket provider authorised by FOHES. Any attempt to present a Ticket bought, acquired or obtained from an unauthorised vendor may lead to refusal of admission to the Facility and the Event.

3.2 Total Fee (only applicable where Client purchases a Ticket directly from FOHES)

- (a) The Client shall pay to FOHES the Total Fee on or before such date(s) as FOHES notifies the Client on the Order Confirmation and/or on the relevant invoice and if so required by FOHES in the case of large bookings or bookings for private or shared suites, a non-refundable deposit of 25% of the Total Fee ("**Deposit**") payable by such date as FOHES shall advise the Client and time shall be of the essence.
- (b) No withholding in respect of any taxes will be made from any payments made by the Client to FOHES under these Terms and Conditions, unless required by law. If any taxes are so required to be withheld from any sums paid or payable under these Terms and Conditions by or on behalf of the Client to FOHES, the Client undertakes to pay forthwith to FOHES such additional amount as will, after such withholding or deduction has been made, leave FOHES in the same position as it would have been in the absence of the requirement to make such withholding or deduction.

3.3 Issue of Tickets

- (a) It is the Client's responsibility to check any Booking Form and Order Confirmation and to notify FOHES as soon as possible of any error contained therein. FOHES shall have no liability to the Client in the event of any error on a Booking Form and shall not be obliged to refund or replace any Ticket which contains an error which derives from the relevant Booking Form.
- (b) It is the Client's responsibility to promptly inform FOHES of any change to the contact / billing address, telephone number, email address and any other information the Client provided on the Booking Form at the time of booking the Tickets.

- (c) FOHES shall be under no obligation to issue any Tickets or provide any other benefits in relation to the Facility until FOHES approves the Booking Form and, if applicable, has received the Total Fee (and/or, if relevant, the Deposit) in cleared funds no later than the date specified by FOHES and time shall be of the essence in this regard. If only part payment of the Total Fee is received by FOHES, FOHES may (exercisable in its absolute discretion) provide to the Client that number of Tickets which equates to the pro rata portion of the Total Fee received. The Client agrees that, notwithstanding the supply of fewer Tickets, the Client remains liable to FOHES for the balance of the Total Fee.
- (d) *(Only applicable where Client purchases the Ticket directly from FOHES).* Subject to these Terms and Conditions and approval by FOHES of the Booking Form, FOHES agrees to issue to the Client the number of Tickets for which full payment of the Total Fee has been received. In the event that FOHES advises the Client that it is unable (or there is not sufficient space or availability) to provide the Client with the number of Tickets for which payment of the Total Fee has been made, FOHES shall, within 60 days of FOHES advising the Client, refund to the Client an amount equal to the Ticket Price paid by the Client for such number of the Tickets as FOHES does not provide and FOHES shall have no further liability or obligation towards the Client in respect of such Tickets.
- (e) Tickets are sold as Friday Tickets, Two Day Tickets or Three Day Tickets only.

3.4 Ticket Collection

FOHES reserves the right to nominate and notify the Client of the location where (and when) the Client can collect Tickets in respect of which FOHES has approved the Booking Form and if applicable, full payment has been received by FOHES.

3.5 Additional Tickets Ordered During the Event

Additional requests for Tickets during the Event may be accepted by FOHES (in its absolute discretion) and subject to such conditions as FOHES may advise which may include immediate payment in a form and by such payment procedure as FOHES may advise.

3.6 Cancellation

- (a) FOHES may (in its absolute discretion) refuse to accept Booking Forms and/or cancel Ticket orders from anyone it believes intends to offer a Ticket for resale or contrary to these Terms and Conditions.
- (b) Subject to Clause 11.2, no refunds will be given in the event of cancellation or postponement of part or all of the Event unless otherwise agreed by FOHES.
- (c) Once the Booking Form has been submitted, no exchange or cancellation of any Ticket will be permitted, except as authorised by FOHES from time to time.

4. USE OF FACILITY

4.1 Alterations to Facility/No Advertising or Promotions/No purchase of unauthorised merchandise

- (a) Subject to Clause 4.1(b) no alterations or additions to either the Facility or any use of the Facility by any Client other than the use permitted by these Terms and Conditions will be allowed without the prior written consent of FOHES.
- (b) Where the Client is permitted use of a dedicated area within the Facility (as determined by FOHES), the Client may, at its own cost, decorate or theme the inside of such dedicated area, provided that:
- no items displayed (including signage) are visible from the outside of such dedicated area unless the Client has obtained the prior written consent of FOHES; and
 - the Client ensures that any and all references to the name of the Event (or to any other round of the Championship) that appear in or on any materials located inside (or accessible from) the Facility correctly refer to the full and official name of the Event (or the full and official name of any other round of the Championship as the case may be) and have been approved in writing in advance by FOHES.
- (c) Unless otherwise agreed in writing between the Client and FOHES the Client is fully responsible and liable for transporting all decorating/theming materials and other property belonging to it and for any damage caused within the Facility by such materials or property.
- (d) The Client is liable for and hereby agrees to indemnify and hold harmless FOHES from and against any claim, loss (including without limitation, indirect loss, consequential loss or loss of profit), damage, cost or expense (whether in tort, contract or otherwise) arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling or removal of such materials and property. The Client is liable for and must indemnify and hold harmless FOHES against any and all costs and expenses howsoever incurred in relation to any alterations or additions made by it or on its behalf.
- (e) Except with FOHES's prior written consent or as

otherwise provided for in Clause 4.1(c) the Client shall not undertake advertising or promotional activity at the Facility or the Circuit, including without limitation the displaying of any corporate signage or corporate identification within or outside the Facility.

- (f) Purchasing merchandise from unauthorised vendors is strictly forbidden. No goods (including literature) of any nature may be offered free of charge, for sale or any form of reward by any person within the Facility or the Circuit except with the prior written consent of FOHES.

4.2 Nature and Location of the Facility/Grandstand Seats

- (a) FOHES reserves the right to determine the nature and location of the Facility and any dedicated areas within the Facility in all respects including, without limitation, whether or not (and if so, any conditions upon which) FOHES may provide grandstand seating (if at all) and if grandstand seating is provided by FOHES (in its absolute discretion) the type and position of any grandstand seating so provided.
- (b) Whilst at the Facility or the Circuit, the Client must keep to any designated areas as directed by FOHES (acting via its nominees or otherwise) or the promoter of the Event. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands, seats or areas for which the Client does not hold a ticket, is strictly forbidden.

4.3 Restricted Access Tours

- (a) Subject to availability, FOHES (acting in its absolute discretion) may permit the Client to participate in a guided tour of certain restricted areas of the Circuit during the Event Period ("**Restricted Access Tours**"), the availability of which shall be notified by FOHES to the Client from time to time.
- (b) FOHES reserves the right to require at any time that each Client wishing to participate in any Restricted Access Tour shall sign a waiver and release of liability form(s) as a condition of being granted access to the Restricted Access Tour.

5. NO USE OF TICKETS IN PROMOTIONS

- 5.1 The Client shall not, without the prior written consent of FOHES, use for any advertising, promotional or commercial purpose (including without limitation any prize, competition, contest, lottery, auction, premium, giveaway or sweepstake) in any media: 1) any Tickets; 2) the name of FOHES or any Formula 1 Company; 3) the name of the Event; 4) the name of any other round of the Championship (or any abbreviation or foreign language version thereof); 5) any F1 or Formula 1 name or logo (including but not limited to the "Formula 1 Paddock Club™" or the "Paddock Club™" name or logo) (or any abbreviation or foreign language version thereof); or 6) the Facility.
- 5.2 The Client shall not, without the prior written consent of FOHES, package or bundle any Ticket with any other hospitality, incentive, package, reward, benefit, product or offering of any kind.
- 5.3 The Client shall not, without the prior written consent of FOHES, do any act or thing to imply or give the impression that: 1) it or its activities are connected to or endorsed by the Formula 1 Paddock Club™ or FOHES and its affiliates; or 2) it is a title sponsor or supplier to, or is in anyway associated or affiliated with or connected to, the Championship, the Event, the Facility or any Formula 1 Company.

6. NO ON-SELLING

- 6.1 The Client shall not sell, offer to sell, on-sell, exchange for fee, reward or other valuable consideration, assign, sublet, encumber, license, sub-license, transfer, dispose of or otherwise deal with any of the rights, benefits or obligations contained in these Terms and Conditions nor sell or offer to sell any Ticket(s) to a third party without first obtaining the prior written consent of FOHES and which may include such conditions as FOHES thinks fit.
- 6.2 Notwithstanding the provisions in Clause 6.1, Tickets may only be used by such persons as the Client notifies FOHES of in writing on the Booking Form and as accepted by FOHES or such persons otherwise approved by FOHES.

7. RESTRICTIONS ON USE OF NAMES AND LOGOS

- 7.1 The Client shall not use any of the expressions "Formula 1™", "Formula 1®", "F1®", "FIA Formula 1 World Championship™", "Formula 1 Paddock Club™", "Paddock Club™" or any trade marks (whether registered or unregistered) or logo(s) pertaining thereto or any other intellectual property right owned by FOHES, FOHES's

affiliates or by any third party except with the prior written consent of FOHES, FOWC, FOM or the relevant owner or licensee of such trade mark or other intellectual property right.

- 7.2 Ownership, possession or use of a Ticket does not confer any rights (by implication or otherwise) on the Client to use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on the Ticket.
- 7.3 The Client shall not use the name of the Event (or the name of any other round of the Championship) or part thereof (or any abbreviation or foreign language version thereof) nor any logo or graphic device of or relating thereto for any commercial purpose whatsoever without the prior written consent of FOHES first being obtained.

8. CATERING

- 8.1 FOHES is exclusively entitled to procure or authorise the provision of all catering food and beverage services for the Facility and may appoint the Caterer and such other persons as it thinks (in its absolute discretion) fit to provide such catering, food and beverage services (or part thereof).
- 8.2 Clients are permitted to eat such food and beverages as are provided in the Facility by the Caterer free of charge but are not permitted to bring food or beverages of any description into the Facility without the prior written consent of FOHES.

9. CLIENT OBLIGATIONS AND ACKNOWLEDGEMENTS

9.1 Admission

- (a) A valid Ticket (and if required, photographic proof of identity and/or proof of age) must be produced to enter the Facility and must be retained by the Ticket Holder at all times during the Event Period. Removing any part of, altering or defacing the Ticket may invalidate such Ticket and any holder of an altered or defaced Ticket may be refused entry to the Facility without any liability on the part of FOHES, its affiliates or its nominees. Lost, forgotten, stolen, damaged, defaced, forged, destroyed, unreadable or incomplete Tickets will not be refunded or replaced without the consent of FOHES.
- (b) FOHES reserves the right to alter seat, suite or area allocations (if any) without prior notice. The Client is not guaranteed an uninterrupted and/or uninhibited view of the Event from the seat, suite or area provided, nor is any representation or warranty given as to the quality, content or duration of the Event.
- (c) The Client may only re-enter the Facility during the Event Period at the discretion of FOHES. FOHES reserves the right to restrict re-admission or pass-outs of any kind to the Facility.
- (d) Every effort will be made to admit latecomers to the Facility however late admission to the Facility shall be at the sole discretion of FOHES.
- (e) No admission or re-admission to the Facility or the Circuit is permitted after the end of the Event Period.

9.2 Display of Tickets

Clients shall comply with all security arrangements and display in a clear and visible manner at all times on entry to and within the Facility and the Circuit, the correct Ticket (and if requested by FOHES wear a corresponding wristband at the Event) at all times upon entry to and whilst within the Facility and in any area of the Circuit where the Ticket permits access. FOHES and/or its representatives reserve the right to refuse entry to the Facility to any Client or any other person who does not comply with the security arrangements or who is not displaying such Ticket and/or is not wearing such wristband. FOHES and the Caterer each reserve the right to refuse service to a person who is not displaying such Ticket and/or is not wearing such wristband within the Facility.

9.3 Compliance with Directions

The Client shall comply with:

- (a) any security arrangements, directions or notices displayed or given by officers, employees or agents of or persons authorised by the FIA, FOWC, FOM, FOHES or the promoter of the Event including, without limitation, notices, directions or other requirements (including security checks) relating to access and security at the Event or in the Facility, medical matters, evacuation procedures or the conduct of the Client(s) at the Event or in the Facility; and
- (b) 1) the conditions of sale attaching to the Ticket; 2) the conditions of entry displayed at the entrances to the Facility and the Circuit (or elsewhere within the Circuit); and 3) any additional security, public order and safety conditions of entry to the Facility or the Circuit that may be issued by the operator of the Facility or promoter of the Event from time to time (2) and 3) together being the "**Facility Regulations**"; and all laws, regulations or requirements of any authorities (including, without limitation, the FIA, FOWC, FOM, Formula One Marketing Limited ("**FOML**") and the promoter of the Event) having jurisdiction over the activities of FOHES, the

Event and/or the use or occupancy of the Facility.

94 Clients under the age of 18

- (a) Any Client who is under 18 years of age must be accompanied and supervised at all times by an adult Ticket Holder, who shall take full responsibility for such Client under 18 years of age. Each person seeking admission to the Facility during the Event must have their own Ticket regardless of their age, with the exception of babes in arms.
- (b) Children below the age of seven will only be admitted into the Facility if the parent/guardian of such children signs a letter of undertaking (in the form provided by FOHES) to indemnify the Formula 1 Companies in respect of any liability arising from their decision to bring such children into the Facility and to the Event. This letter may be obtained in advance of the Event by emailing hospitality@f1.com or can otherwise be obtained upon the Ticket Holder's admission to the Facility.

95 Client Acknowledgments and Liability

The Client acknowledges and accepts that:

- (a) motor racing the Event and certain activities associated therewith (including, without limitation, support races and support events and activities) are dangerous and that some personal risk may be involved in attending the Facility and the Event and therefore attendance by a Client is entirely at its own risk;
- (b) the Client, to the fullest extent permitted by law hereby:
- (1) excludes, releases and forever discharges FIA, sanctioning bodies, FOHES, FOWC, FOM, FOML, Formula One Licensing B.V., Formula Motorsport Limited, Formula One Asset Management Limited and any of their affiliates, the sporting organiser, the relevant national sporting authority, the promoter of the Event and any other persons or organisations involved in the organisation, conduct and promotion of the Facility or the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies) (the "Indemnified Parties") from all liability for claims, loss (including, without limitation, any indirect loss, consequential loss or loss of profit, damage, injury, costs or expenses whether in tort, contract or otherwise arising from or connected with the Event or the Facility including without limitation any occurrence of fire or theft); and
- (2) indemnifies and holds harmless and agrees to keep indemnified and held harmless each of the Indemnified Parties against any such claims, loss (including any indirect loss, consequential loss or loss of profit), damage, costs or expenses brought by, or arising from any act or omission by the Client,

save that nothing in this Clause 9.5 or these Terms and Conditions limits or excludes liability for: (A) death or personal injury arising out of the negligence of any of the Indemnified Parties; or (B) any damage incurred by way of fraud or fraudulent misrepresentation, criminal act or breach of statutory duty by any of the Indemnified Parties;

- (c) without prejudice to Clause 9.5(d) or (e), it is a condition of admission to the Event and the Facility that each Client agrees that:
- (1) notwithstanding Clause 9.5(d)(2), no Client shall make, create, store, record or transmit any kind of sound recording or audio, visual or audio-visual footage ("Recording") including photographic images and any still pictures derived or capable of being derived from a Recording ("Image") or store, record or transmit any information or other data, including official timing results, performance, telemetry, weather or race control data ("Data") of, at or in relation to, the Facility or the Event for any form of public advertisement, display, commercial gain or any other commercial purpose;
- (2) FOHES reserves the right not to allow personal electronic devices (including but not limited to still image cameras, mobile telephones and other personal communications devices) to be taken into or used at or within the Facility and if FOHES permits such personal electronic devices within the Facility, any Recording, Data or Image of, at or in relation to the Facility or the Event that is recorded, stored and/or created thereon may be used for personal, private and non-commercial purposes only (which does not include use in social media);
- (3) no Client shall use any Ticket or any Recording, Data or Image of, at or in relation to, the Facility or the Event or behave in any way which: (i) is likely to bring any Formula 1 Company, the FIA, the Championship (or any of its officials and participants) into disrepute; (ii) is defamatory of any person or organisation; (iii) is offensive in any manner; or (iv) is in contravention of any applicable laws;

- (4) FOHES reserves the right to confiscate or destroy any Recording, Image or Data which is in contravention of these Terms and Conditions or the Facility Regulations and any device on or from which such Recording, Image or Data was made, stored, recorded or transmitted without any liability to the Client or owner or holder of such device;
- (5) upon the request of FOHES, FOWC or FOM, the Client shall assign to FOWC in writing the copyright and all other intellectual property rights in any Image or Recording at, of or in relation to, the Facility or the Event that is created and/or recorded by the Client; and
- (d) by purchasing or using a Ticket and/or by entering the Facility or attending the Event each Client:
- (1) consents to the use by FOHES, FOML, FOWC, FOM (and by any third party approved by FOHES, FOML, FOWC or FOM) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide (in perpetuity and on a royalty-free basis) and approved by FOHES or FOWC, of any still or moving image or audio or visual recording taken at the Event or in the Facility, where such image or recording includes any image, voice, likeness or image of the Client;
- (2) waives its personality, privacy, moral and image rights to the extent necessary to permit such use; and
- (3) accepts the terms of the Privacy Policy set out in Clause 21 of these Terms and Conditions;
- (e) the Client hereby grants to FOHES and its affiliates the right (exercisable in its absolute discretion) to reproduce and use the name and/or logo of any Client on signboards (or other advertising devices) located within or around the Facility or the Circuit during the Event Period and in any advertising and promotional material relating to the Facility or the Event and the Client waives all moral and personality rights in relation to such use by FOHES and its affiliates (on a royalty-free basis, in perpetuity and on a worldwide basis); and
- (f) the Client unconditionally and irrevocably constitutes and appoints FOHES as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign any rights in or to any Recording or Image referred to in Clause 9.5(c), (d) or (e) above, to give effect to the same.

96 Liability for loss or damage to property

The Client acknowledges and accepts that:

- (a) any property brought into the Facility or the Circuit by the Client shall be at its own risk; and
- (b) FOHES and its affiliates shall not be responsible for any loss of, or damage, howsoever caused (including without limitation any loss or damage caused by fire or theft) to any property of the Client or any property within the possession of the Client which is lost or damaged within the Facility or the Circuit.

97 Additional Security and Safety Precautions

- (a) For reasons of security and safety, FOHES (acting via its nominees or otherwise) reserves the right to search any person or inspect any bag or other item which any person wishes to bring in to or remove from the Facility, whether before, during or after the Event.
- (b) For the security of Ticket Holders whilst at the Facility, CCTV cameras may be used at the Facility. The Client consents to any footage that may be taken of the Client for general security measures. The Client consents that FOHES (acting via its nominees or otherwise) may use or pass to the police any recordings from CCTV footage for use in any proceedings.
- (c) The Client may be exposed to loud noises at the Event. The Client and any of its guests, particularly children, are advised to wear hearing protection during motor racing and music concerts (if any).
- (d) The following articles must not be brought within the Facility: knives, bladed items, firearms, ammunition, fireworks, drones, smoke canisters, air-horns/claxons/vuvuzelas or any similar item, flares, weapons, dangerous or hazardous items, selfie-sticks, bicycles/roller-skates/skateboards/scooters/prams or any similar item, phone jammers, radio scanners, walkie-talkies, laser devices, illegal substances, bottles, glass vessels, any article that might be used as a weapon and/or compromise public safety and/or sabotage or damage property or any item including protest (of a political, religious or other nature) or offensive slogans or messages. Any person in possession of such items will be refused entry to the Facility. FOHES (acting via its nominees or otherwise) reserves the right to confiscate any item which, in the reasonable opinion of FOHES or its nominees, may cause danger or disruption to others, the Event or the Facility and shall have no obligation to return such item to the Client or the owner or holder of such item

and no liability in respect of such item.

- (e) The Client shall not install or use any electrical or electronic equipment or apparatus within the Facility so as to interfere with radio or television reception, telecommunications transmission, electrical or electronic apparatus or equipment or the operation of any other equipment in the Facility.

98 Right to refuse Entry

- (a) FOHES (or any person operating the Facility or any aspect of the Facility for FOHES) may refuse entry to the Facility to a Client or remove a Client from the Facility (without refund) where FOHES (or such person) regards it as necessary or appropriate to do so on grounds of health, safety, security or public order or where FOHES or such person believes that the admission or continued presence of that Client would be materially prejudicial to any other person's enjoyment of the Facility.
- (b) Where a Client in possession of a valid Ticket is refused entry to or removed from the Facility under this Clause 9.8, FOHES may (in its absolute discretion) issue a partial or full refund of the Ticket Amount in respect of the relevant Ticket to the Client (but has no obligation to do so), and in either case neither FOHES nor any person operating the Facility or any aspect of the Facility shall have any obligation to the Client in respect of the Client's use or non-use of the Facility on the day in question.

99 Smoking

At the Event FOHES may, subject to applicable laws, designate one or more areas within the Facility at the Event as a smoking area, which will be clearly marked as such. Smoking is not permitted anywhere in the Facility outside of a designated smoking area. Vaping shall only be permissible within the Facility at such Events (and in such areas) as FOHES expressly approves from time to time (and which shall be notified to Ticket Holders at each relevant Event).

10. COMPLIANCE WITH ANTI-CORRUPTION LAWS AND SANCTIONS

The Ticket Holder warrants and undertakes to FOHES as at the date of the Event and until the end of the Event Period that he or she is not the subject of US, UK or EU government imposed sanctions or under investigation by the US, UK or EU government or a US, UK or EU government agency or authority in connection with any fraud, money-laundering, bribery or corruption.

11. BREACH

11.1 Default

If a Client commits any breach of these Terms and Conditions or any applicable Facility Regulations, then on the giving of notice by FOHES to the Client at any time after the occurrence of such breach:

- (a) FOHES will have the right to remove that Client from the Facility and the Circuit without incurring any liability to the Client;
- (b) that Client shall be deemed to have forfeited its rights but not its obligations under these Terms and Conditions and the Facility Regulations;
- (c) FOHES will be free to cancel or re-sell any Ticket(s) held by the Client who is in default;
- (d) FOHES shall be entitled to demand that the Client unconditionally and irrevocably constitutes and appoints FOHES as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign its rights, benefits and entitlements; and
- (e) the forfeit of any monies pursuant to Clause 11.1(b) shall not preclude any other rights which FOHES may have under these Terms and Conditions or the Facility Regulations.

11.2 Refund of Monies to Client

- (a) FOHES reserves the right to make alterations to the time, date, duration and programme of the Event, the Opening Hours or Event Period, Facility, catering or hospitality or any other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation) force majeure, safety and security concerns or decisions from any competent authority. In the event of such alteration, FOHES will not be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in Clause 11.2(c) or (d).
- (b) It is the Client's responsibility to ascertain whether the Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event or whether any of the Opening Hours, Event Period or Facility has changed and the revised Opening Hours, Event Period or Facility. Where the Event is cancelled or rescheduled or the Facility or Event Period has changed, FOHES will use its reasonable endeavours to notify the Client using the details provided to FOHES on the Booking Form. FOHES cannot guarantee that the Client will be informed of such cancellation or change before the date of the Event.
- (c) If Client has purchased the Ticket and is using the Ticket for personal use:

- (1) if the Facility is not open during the entirety of the relevant Event Period and there is no motor racing during the entirety of the relevant Event Period the Client shall be entitled to either: (a) subject to availability, a replacement ticket of equivalent financial value, giving access to the Facility on the date to which the Event has been postponed or at an alternative round of the 2021 Championship or 2022 Championship, or (b) a full refund for the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such replacement ticket/refund in accordance with Clause 11.2(h);
- (2) if the Facility is open during the entirety or any part of the relevant Event Period but there is no motor racing during the relevant Event Period, the Client shall be entitled to a refund equal to 50% of the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such refund in accordance with Clause 11.2(h); and
- (3) if the Facility is open during the entirety or any part of the relevant Event Period and motor racing takes place during the relevant Event Period, but this does not include any qualifying, practice or race sessions of the Championship, the Client shall be entitled to a refund equal to 25% of the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such refund in accordance with Clause 11.2(h).
- (d) If Client has purchased the Ticket and is using the Ticket in the course of business and: 1) the Facility is not open during the entirety of the relevant Event Period; and 2) there is no motor racing during the entirety of the relevant Event Period; and 3) as a consequence, the Client does not use or receive any benefit whatsoever from the Facility and services contemplated by these Terms and Conditions during that Event Period, the Client shall be entitled to either: (a) subject to availability, a replacement ticket of equivalent financial value, giving access to the Facility on the date to which the Event has been postponed or at an alternative round of the 2021 Championship or 2022 Championship; or (b) a full refund for the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such replacement ticket/refund in accordance with Clause 11.2(h).
- (e) For the avoidance of doubt, no Client (whether such Client has purchased and is using the Ticket for personal or business use) shall be entitled to any refund, replacement ticket or other compensation in the event of any alteration to the time of day, duration or programme of the Event, the Opening Hours or Event Period, Facility, catering or hospitality or any other details governed by any Ticket, save as set out in Clause 11.2(c) and (d).
- (f) Client shall not be entitled to a refund of any fees or charges paid in addition to the Ticket Amount (for example, any handling, processing or delivery fee or postage or courier charges or any travel or accommodation costs) except where required by English law. No interest or costs will be payable in respect of any monies refunded.
- (g) Subject to Clause 11.2(c) and (d) above and without prejudice to any liability of FOHES for death or personal injury caused by FOHES's negligence or to any liability of FOHES caused by its fraudulence or fraudulent misrepresentation, criminal act or breach of statutory duty, neither FOHES nor any of the other Formula 1 Companies shall have any further liability or obligation to the Client as a result of the Facility not being open or motor car racing being held and the Formula 1 Companies shall be released and discharged by the Client from all claims and damages of any kind.
- (h) Client must request any refund or alternative tickets to be issued in accordance with Clause 11.2(c) and (d) by making a written request to the person from whom the Client purchased the Ticket (whether such person is FOHES, its affiliate or its nominee or an official Ticket provider authorised by FOHES, each being a "Ticket Seller"), in each case by no later than 30 days following the end of the Event Period. Client must then: 1) complete the form provided by such Ticket Seller to claim such refund/replacement ticket; and 2) provide such Ticket Seller with such reasonable evidence of Client's purchase of the Ticket(s) as such Ticket Seller may request. The Ticket Seller shall issue the relevant refund or replacement tickets, as relevant, within a reasonable period of receiving such completed forms and any requested proof of purchase.

12. PARKING

- 12.1 For the Event, Paddock Club™ Parking Tickets are issued by FOHES (in its absolute discretion). FOHES reserves the right to restrict and refuse entry to the Paddock Club™ Parking Area to any person not holding a Paddock Club™ Parking Ticket. Paddock Club™ Parking Tickets do not permit the parking of motor homes or caravans in the Paddock Club™ Parking Area. Motorbikes also require a Paddock Club™

Parking Ticket

- 12.2 Subject to prevailing weather conditions, the Paddock Club™ Parking Area will be open from 07:00 to 19:00 during the Friday, Saturday and Sunday of the Event unless otherwise determined by FOHES.
- 12.3 Paddock Club™ Parking Tickets are issued by FOHES (in its absolute discretion) on such conditions and in such ratio to Tickets as FOHES may determine from time to time.
- 12.4 Additional charges as FOHES may determine (in its absolute discretion) from time to time will apply in respect of any Paddock Club™ Parking Tickets approved by FOHES in addition to such ratio.
- 12.5 Tickets or passes issued by FOHES and marked "Chauffeur" pass are not transferable and are issued by FOHES (in its absolute discretion) to holders of Paddock Club™ Parking Tickets. The holder of a Chauffeur pass is entitled to access the Circuit and the Paddock Club™ Parking Area by vehicle only when driving a vehicle displaying a valid Paddock Club™ Parking Ticket. The Chauffeur pass only entitles the holder to stay within or in the vicinity of his/her vehicle within the Paddock Club™ Parking Area during the opening hours of the Event for the relevant day.

13. DRESS/ETIQUETTE/NO PETS

- 13.1 FOHES reserves the right to refuse or restrict entry to the Facility, and may request the departure from the Facility, of any person FOHES deems to be dressed or behaving inappropriately or under the influence of alcohol or illegal substances or not complying with these Terms and Conditions or any applicable Facility Regulations.
- 13.2 No animals are permitted within the Facility (although it may be possible for FOHES to make special exceptions for any person that requires an assistance animal, such as a guide dog, for health and safety reasons in order to attend the Event).

14. AMENDMENT/CONSENTS

FOHES reserves the right to make non-material changes to reflect operational, security or health and safety requirements of FOHES from time to time to these Terms and Conditions and any applicable Facility Regulations from time to time. Any material changes shall be agreed between the parties in writing.

15. NO WAIVER

No failure by FOHES to exercise or any delay in exercising any right, power or remedy by FOHES operates as a waiver of such right. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

16. SEVERABILITY

Each of the provisions of these Terms and Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Terms and Conditions but the validity, unenforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby. Nothing in these Terms and Conditions shall in any way limit or avoid FOHES's liability for death or personal injury caused by its negligence.

17. ASSIGNMENT

FOHES may assign its rights under these Terms and Conditions to any third party and may perform its obligations under these Terms and Conditions through any third party without the consent of the Client. The rights of the Client under these Terms and Conditions are personal to the Client and may not be assigned or sub-licensed or otherwise transferred by the Client, except as permitted under these Terms and Conditions.

18. THIRD PARTY RIGHTS

The FIA, FOWC, FOM, FOML and the promoter of the Event may enforce the terms of Clauses 7, 9.3, 9.5 and 9.6 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19. NO PARTNERSHIP OR AGENCY

Nothing in these Terms and Conditions is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between the Client and FOHES.

20. GOVERNING LAW

These Terms and Conditions and any dispute arising out of or in connection with them shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of enforcing any claim or dispute arising hereunder.

21. PRIVACY POLICY

The website, www.formula1.com (the "Site") as well as the official Formula 1 app and all other official Formula 1 digital products (together "Digital Products") are operated by Formula One Digital Media Limited. Formula One Digital Media Limited is registered in England and Wales with company number 08915039 with its registered office being No.2 St. James's Market, London, SW1Y 4AH, England ("we", "us" and/or "our"). This privacy policy (the "Privacy Policy") outlines the basis on which any personal data we collect, or that you provide to us, will be processed by us. We are not responsible for the privacy policies of other websites or applications, and encourage you to read all applicable terms, conditions and privacy policies when using other websites and applications.

For the purpose of data protection law, we are the data controller. Questions, comments and requests regarding this Privacy Policy and how we use your personal data are welcomed and should be addressed to general@en.formula1.com (English), general@fr.formula1.com (French), general@de.formula1.com (German) or general@es.formula1.com (Spanish) (as applicable).

21.1 Agreeing to our Privacy Policy

By using our Digital Products and/or entering the Facility or attending the Event, you agree to us collecting and using personal information about you in accordance with this Privacy Policy. There are certain services that we may not be able to provide if you do not choose to provide relevant information. You have choices about the data we collect.

When asked to provide certain personal information you may decline, but where such personal information is necessary to provide a service or feature, your use of that service or feature may be restricted as a result. We will hold your personal information for as long as reasonably necessary for the relevant purpose.

21.2 What information do we collect?

We collect data to operate effectively and provide you the best experiences with our products. You provide some of this data directly, such as when you create an account or contact us for support. We get some of it by recording how you interact with our products by, for example, using technologies like cookies – this may collect data about your use of our Digital Products, your device(s) and your location.

We will collect and process the following data about you (the "Information"):

- Information you give us. You may give us information about you by filling in forms or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register, subscribe to any service, enter a competition, promotion or survey and when you report a problem. The information you give us may include your name, address, e-mail address, date of birth, nationality, phone number and preferences.
- Information we collect about you. We may automatically collect the following information:
 - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, screen resolution details, browser type and version, time zone setting, mobile and network information, browser plug-in types and versions, operating system, platform and information about your geographic location; and
 - information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Digital Products (including date and time); pages you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

We may collect footage showing your participation in the Event or attendance at the Facility.

21.3 Cookies

Our Digital Products use cookies and similar technologies. For more information on the cookies that we use on the Site and their purpose, please see our Cookies Policy at www.formula1.com/cookiespolicy.

21.4 How do we use your information?

We may use your information in a number of ways, including to provide the Digital Products and the Event, to personalise and improve the services we offer, to carry out our obligations, communicate with you, to analyse use of our Digital Products and the Facility and in other ways that you agree to.

We may share your information with our group companies, law enforcement agencies, service providers, partners, people who operate or take over our Digital Products and the running of the Event or the Facility and third parties that you agree that we can share it with.

We may disclose your information in order to enforce the terms of use of any of our Digital Products or these Terms and Conditions, to protect our rights, comply with applicable laws

and as is reasonably necessary to operate our systems and protect us and our users.

We may use your Information:

- (a) to communicate with you (including by post, phone, email and/or mobile messaging), to let you know about new features, offerings (including goods and services) that we offer (such as in respect of our Digital Products or Formula 1 Paddock Club™ hospitality) where you have consented for us to do so;
- (b) to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- (c) to create an individual profile for you so that we can understand and respect your preferences;
- (d) for record keeping purposes;
- (e) to administer and provide services you request;
- (f) to carry out market research so that we can improve the products and services we offer;
- (g) to improve the quality of our service and security of our Digital Products, the Facility and other services;
- (h) to understand your preferences so that we can improve the products and services we offer;
- (i) in connection with targeting/advertising activities;
- (j) to track activity on the Site and our Digital Products;
- (k) in conjunction with personal data legally obtained from third party sources;
- (l) in such way as you may otherwise expressly consent to;
- (m) to comply with legal and regulatory requirements; and/or
- (n) for any other purpose that we may notify to you from time to time.

You agree that we will share your Information with:

- (a) carefully selected third party organisations to carry out certain processing activities on our behalf where such parties have the necessary protections in place to comply with applicable data protection law;
- (b) other Formula 1 Companies (including Formula One Management Limited, Formula One World Championship Limited, Formula One Hospitality and Event Services Limited, Formula One Marketing Limited and Formula Motorsport Limited);
- (c) any Formula 1 partner in a manner to which you have expressly consented to (this includes consent by way of opting-in to certain marketing and contact from any of them as part of the registration process) and you agree that such parties can contact you in accordance with such consent;
- (d) anyone who may take over the running of our Digital Products, the Event or the Facility, or any Formula 1 Company or subcontractor who operates a part of our Digital Products, the Event or the Facility on our behalf. Any other organisations who access your Information in the course of providing services on our behalf will be governed by strict contractual restrictions to make sure that they protect your Information and comply with applicable data protection and privacy laws. We may also independently audit these service providers to make sure that they meet our standards; and/or
- (e) any law enforcement agency requesting your Information once we are reasonably satisfied as to the circumstances surrounding the request.

We will disclose your Information to third parties:

- (a) in order to enforce or apply the terms of use of the Site, our Digital Products, the Facility or any services provided to you;
- (b) to protect our rights, property, or safety, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;
- (c) to comply with applicable laws and lawful government requests; and/or
- (d) to operate our systems properly or to protect our users and ourselves.

Except as expressly stated in this Privacy Policy, we will not sell, share, trade or license your Information to others without your express consent.

21.5 Children

If you are a child who is using our Digital Products or a parent of a child using our Digital Products, there are additional rules:

It is important to us that children can enjoy the Site and our Digital Products in a responsible fashion. We encourage parents and guardians to supervise their children's online activities by, for example, adopting parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also prevent children from disclosing online their name, address, and other personal information without

parental permission.

Your child's privacy is important to us. We are committed to safeguarding children's personal information collected online, and to helping parents and guardians and their children learn how to exercise control over personal information while exploring the Internet.

If you are under the age of 16, we will require permission from your parent or guardian in order for you to register on our website, unless otherwise stated at the point of registration. If you are required to provide permission from your parent or guardian, you will be asked to supply the name and email address of a parent or guardian to whom a confirmation email will be sent. Your account will only become active once your parent or guardian has clicked on the link within the confirmation email to provide their consent.

If you are a parent or guardian and would like to review any personal information that we have collected online from your child, have this information deleted, and/or request that there be no further collection or use of your child's personal information or if you have any questions about our Privacy Policy or practices, you may contact us at general@en.formula1.com (English), general@fr.formula1.com (French), general@de.formula1.com (German) or general@es.formula1.com (Spanish) (as applicable).

21.6 Security

We have security protocols in place to protect your Information from unauthorised access, improper use or disclosure, unauthorised modification, and unlawful destruction or accidental loss. We only allow access to our databases when necessary, and then under strict guidelines as to what use may be made of such data.

21.7 Where we store your Information

We may use service providers to help us run our Digital Products (or services available on our Digital Products) or administer and operate the Event or the Facility. If we or our service providers transfer any Information out of the European Economic Area (EEA) or the UK, it will only be done with the relevant protection (under UK law) being in place.

21.8 Marketing and unsubscribing

If you have opted in to receiving marketing materials from us, you may wish to unsubscribe from the list please click on the unsubscribe link in the relevant email or e-mail us at general@en.formula1.com (English), general@fr.formula1.com (French), general@de.formula1.com (German) or general@es.formula1.com (Spanish) (as applicable). Except to the extent that you consent to us doing so under this Privacy Policy, we will not share, license or sell your e-mail address without your express consent.

21.9 Your rights in relation to your data

You have rights to access, correct, delete your Information or to object to or restrict our processing of it in certain situations. No fee is usually required to exercise these rights, but we may require certain information from you.

In certain circumstances, you have the right to:

- (a) request access to your personal information. This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- (b) request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- (c) request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us to continue to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- (d) object where we are processing your personal information for direct marketing purposes or where we are relying on a legitimate interest (or a legitimate interest of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. Generally, other than in relation to marketing, our processing of your personal data is in order to allow us to provide you a service so we will be unable to provide the service to you without processing your personal data.
- (e) request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.

If you have created a Formula 1 account, we allow you to access, correct and edit your details in the "Account" section of Formula 1.com. If you require any further help from us in relation to the above rights, please email general@en.formula1.com (English), general@fr.formula1.com (French), general@de.formula1.com (German) or general@es.formula1.com (Spanish) (as applicable).

No fee is usually required - you will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you - we may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

21.10 Changes to our Privacy Policy

Privacy laws and practice are constantly developing. Our policies and procedures are therefore under continual review. We may, from time to time, update our privacy policy. Any such changes will be posted on this page. Please check back frequently to see any updates or changes to the Privacy Policy.

21.11 How to Complain

We endeavour to meet the highest standards when collecting and using personal information, however if you wish to lodge a complaint as to how we collect and process your information please contact general@en.formula1.com (English), general@fr.formula1.com (French), general@de.formula1.com (German) or general@es.formula1.com (Spanish) (as applicable). You may also wish to lodge a complaint with your data protection supervisory authority, such as the UK's Information Commissioner's Office or your national independent body set up to uphold information rights. You can find further details as to how to do this at <https://ico.org.uk/concerns/>.