



2023 Formula 1 Paddock Club™ Standard Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise:

"2023 Championship" means the 2023 FIA Formula 1 World Championship™;

"2024 Championship" means the 2024 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 2023 Championship or part thereof (including days on 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 Miami Grand Prix, the Singapore Grand Prix, the Las Vegas Grand Prix or the Australian Grand Prix);

"Event Period" means 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;

"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;

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

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

"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); and

"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.

1.2 Interpretation

- Headings are for convenience only and do not affect interpretation.
- The singular includes the plural and conversely.
- A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- 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.
- 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

- 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.
- 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.
- 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

- 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.

- All Tickets are sold or provided subject to availability and to these Terms and Conditions, any conditions of sale and the Facility Regulations.
- 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

- 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)

- 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.
- 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

- 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.
- 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.
- 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.
- (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.

- Tickets are sold as 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:
 - (1) 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
 - (2) 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 of or supplier to, or is in any way 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 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 (nor 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.

9.4 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.

9.5 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(c)(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.

9.6 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.

9.7 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.

9.8 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.

9.9 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 2023 Championship or 2024 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 2023 Championship or 2024 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 no 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 07h00 to 19h00 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 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"):

- (a) 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.
- (b) Information we collect about you. We may automatically collect the following information:

- (1) 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
- (2) 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 Formula1.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/>.