

# 2014 FORMULA ONE PADDOCK CLUB™ STANDARD TERMS & CONDITIONS

## 1. Definitions and Interpretation

### 1.1 Definitions

The following definitions apply unless the context requires otherwise:

**“Authorised Seller”** means a person who has been authorised in writing by FOHES to sell Tickets in respect of any Event;

**“Caterer”** means the persons or organisations appointed by or approved by FOHES to provide catering, food and beverage services for the Facility in respect of the relevant Event;

**“Client”** means a Purchaser or a Ticket Holder;

**“Event”** means a round of the 2014 FIA Formula One World Championship™ or part thereof (including days on which practice, qualifying and any support races take place) other than rounds in Australia, Brazil and Singapore;

**“Event Period”** means such Opening Hours and day(s) as FOHES advises the Client that the Facility is open and available to the Client for the relevant Event;

**“Facility”** means the area notified to the Client by FOHES as being the area in which Paddock Club™ hospitality is provided;

**“FOHES”** means Formula One Hospitality and Event Services Limited of 6 Princes Gate, London SW7 1QJ, England or such other address as it may from time to time operate;

**“FOWC”** means Formula One World Championship Limited of 6 Princes Gate, London, SW7 1QJ, England or such other address as it may from time to time operate, and/or where the context requires shall include Formula One Management Limited (“FOM”), acting as its agent and business manager;

**“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;

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

**“Order Confirmation”** means a written confirmation by the Seller to the Purchaser that the Registration Form has been received and accepted;

**“Paddock Club™ Parking Ticket”** means a parking ticket or sticker issued to a Client by FOHES (in its absolute discretion) permitting parking in a Paddock Club™ Parking Area;

**“Paddock Club™ Parking Area”** means a dedicated parking area notified to the Client by FOHES (or by the promoter) at an Event for use by Clients who hold Paddock Club™ Parking Tickets;

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

**“Registration 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);

**“Seller”** shall mean FOHES or an Authorised Seller in its capacity as seller of the tickets, as the case may be;

**“Terms and Conditions”** means these Formula One Paddock Club™ standard terms and conditions;

**“Three Day Ticket”** shall mean a Ticket valid for the Opening Hours on the Friday, Saturday and Sunday of an Event;

**“Ticket”** means a ticket, voucher or other form of pass issued by FOHES permitting access to the Facility during the Opening Hours on a particular day of an Event;

**“Ticket Holder”** means the holder of a Ticket for an Event;

**“Ticket Price”** means the price advised and confirmed by the Seller as being payable by the Client for the Tickets, exclusive of any and all applicable taxes;

**“Total Fee”** means the amount payable under these Terms and Conditions by the Client to the Seller, being the Ticket Price plus any applicable taxes required under relevant tax law (including but not limited to sales taxes, value added taxes and similar taxes);

**“Two Day Ticket”** shall mean a Ticket valid for the Opening Hours on the Saturday and Sunday of an 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.

## 2. Agreement

### 2.1 Binding Agreement

These Terms and Conditions constitute the entire agreement between FOHES and the Client for the purchase and/or use by the Client of one or more Tickets and shall be deemed to have been accepted by the Client when the Client submits a Registration Form to the Seller and/or uses a Ticket at an Event.

### 2.2 FOHES Reservation of Rights

Notwithstanding anything elsewhere contained in these Terms and Conditions, FOHES reserves the right (exercisable in its absolute discretion) to determine whether or not any requests contained within a Registration Form (or otherwise) for the purchase of Tickets are accepted.

## 3. Tickets and Payment

### 3.1 Total Fee

- (a) The Client shall pay to the Seller the Total Fee on or before such date(s) as the Seller notifies the Client on the Order Confirmation and/or on the relevant invoice and if so required by the Seller 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 the Seller 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 the Seller 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 the Seller, the Client undertakes to pay forthwith to the Seller such additional amount as will, after such withholding or deduction has been made, leave the Seller in the same position as it would have been in the absence of the requirement to make such withholding or deduction.

### 3.2 Issue of Tickets

- (a) FOHES shall be under no obligation to issue any Tickets or provide any other benefits in relation to the Facility until the Total Fee (and, if relevant, the Deposit) has been received by the Seller in cleared funds no later than the dates specified by the Seller and time shall be of the essence in that regard. If only part payment of the Total Fee is received by the Seller, the Seller may (exercisable in its absolute discretion), provide to the Purchaser that number of Tickets which equates to the pro rata portion of the Total Fee received. The Purchaser agrees that subject to Clause 10.2,

notwithstanding the supply of fewer Tickets, the Purchaser remains liable to the Seller for the balance of the Total Fee.

- (b) Subject to these Terms and Conditions, FOHES agrees to issue to the Purchaser the number of Tickets for which full payment of the Total Fee has been received. Lost Tickets will not be refunded or replaced without the consent of FOHES (exercisable in its absolute discretion). Subject to Clause 10.2, in the event that FOHES advises the Purchaser that it is unable (or there is not sufficient space or availability) to provide the Purchaser with the number of Tickets to the Facility for which payment of the Total Fee has been made, FOHES shall, within 60 days of FOHES advising the Purchaser, refund to the Purchaser an amount equal to the price paid by the Purchaser for such number of the Tickets as FOHES does not provide and FOHES shall have no further liability or obligation in respect of such Tickets.

### 3.3 Ticket Collection

FOHES reserves the right to nominate and notify the Client (either directly or through the Authorised Seller) of the location where (and when) the Client can collect Tickets for which full payment has been received by the Seller.

### 3.4 Additional Tickets Ordered During an Event

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

### 3.5 Cancellation

- (a) FOHES shall have the right to determine any and all terms and conditions relating to cancellation and/or refunds (if any) from time to time.
- (b) No refunds will be given in the event of cancellation unless otherwise agreed by FOHES (in its absolute discretion).
- (c) Once the Registration Form has been submitted, no exchange or cancellation of any Ticket will be permitted, except as authorised by FOHES from time to time.
- (d) FOHES may (in its absolute discretion) refuse to accept Registration Forms and/or cancel Ticket orders from anyone it believes intends to offer a Ticket for resale or contrary to these Terms and Conditions.
- (e) Tickets are sold as Two Day Tickets or Three Day Tickets only.

## 4. Use of Facility

### 4.1 Alterations to Facility

- (a) Subject to Clause 4.1(b) no alterations or additions to either the Facility or any use of the Facility other than the use permitted by these Terms and Conditions will be allowed without the prior written consent of FOHES (exercisable in its discretion).
- (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 relevant Event (or to any other round of the FIA Formula One World 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 relevant Event (or the full and official name of any other round of the FIA Formula One World 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 Purchaser 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.

### 4.2 Nature and Location of the Facility/Grandstand Seats

FOHES reserves the right to determine (in its absolute discretion) the nature and location of the Facility and any dedicated areas within the Facility at any Event 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.

## 5. No Advertising or Promotions / No Use of Tickets in Promotions

- (a) Except with FOHES's prior written consent or as otherwise provided for in Clause 4.1(b) the Client shall not undertake advertising or promotional activity at the Facility, including, without limitation the displaying of any corporate signage or corporate identification within or outside the Facility.
- (b) The Client shall not, without the prior written consent of FOHES (exercisable in its absolute discretion) use for any advertising, promotional or commercial purposes (including without limitation prizes, competitions, contests or sweepstakes) in any media 1) the name of FOHES or 2) the name of the relevant Event or 3) the name of any other round of the FIA Formula One World Championship™ (or any abbreviation or foreign language version thereof) or 4) any Tickets or 5) the "Formula One Paddock Club™" or the "Paddock Club™" name or logo or 6) the Facility or do any act or thing to imply or give the impression that i) it or its activities are connected to or endorsed by the Formula One Paddock Club™, the Paddock Club™ or FOHES and its affiliates or ii) that it is a title sponsor of or supplier to, or is in some way associated or affiliated with the FIA Formula One World Championship™, the relevant Event or the Facility or in some other way connected to FOHES, that Event or the Facility.

## 6. Restrictions on Use of Names and Logos

- (a) The Client shall not use any of the expressions "Formula One™", "Formula 1®", "F1®", "FIA Formula One World Championship™", "Formula One 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.
- (b) The Client shall not use the name of the relevant Event (or the name of any other round of the FIA Formula One World 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 (exercisable in its absolute discretion). This is a fundamental term.

## 7. Catering

- (a) FOHES is exclusively entitled to procure or authorise the provision of all catering, food and beverage services for the Facility at the relevant Event 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).
- (b) Clients are not permitted to bring food or beverages of any description into the Facility without the prior written consent of FOHES (in its absolute discretion).

## 8. Client Obligations and Acknowledgements

### 8.1 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 relevant Event and the Facility, 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 Event 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, and 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.

### 8.2 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 relevant Event including, without limitation, notices, directions or other requirements relating to access and security at that Event, medical matters, evacuation procedures or the conduct of the Client(s) at that Event;
- (b) the conditions of sale attaching to the relevant Event and the conditions of entry displayed at the entrances to that Event; and
- (c) 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 relevant Event) having jurisdiction over the activities of FOHES, the Event and/or the use or occupancy of the Facility.

### 8.3 Clients under the age of 18

Any Client who is under 18 years of age must be accompanied and supervised at all times by an adult Ticket Holder. Notwithstanding the foregoing, FOHES reserves the right not to admit to the Facility at any Event (or sell Tickets for use by) any child of seven years of age or under.

### 8.4 Client Acknowledgments and Liability

The Client acknowledges and accepts that:

- (a) motor racing, the relevant 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 Event and therefore attendance by a Client is entirely at its own risk;

(b) the Client, to the fullest extent permitted by law hereby:

- i. excludes, releases and forever discharges FOHES, FIA, FOWC, FOM, the sporting organiser, the relevant national sporting authority, the promoter of the relevant Event, Formula One Licensing B.V., Formula One Asset Management Limited, FOML and any other persons or organisations involved in the organisation, conduct and promotion of the Event (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 including without limitation any occurrence of fire or theft; and
- ii. 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 it, save that nothing in these conditions limits or excludes (A) liability for 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 by any of the Indemnified Parties.

(c) Without prejudice to Clause 8.4(e), it is a condition of admission to the relevant Event that each Client agrees that:

- i. notwithstanding Clause 8.4(c)(ii), no Client shall make, create, store, record or transmit any kind of sound recording or 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 Event and Clients are forbidden from taking into the Facility or pit lane walkabout any equipment that may enable a person to carry out any of the aforementioned acts;
- ii. personal electronic devices (including but not limited to still image cameras, mobile telephones and other personal communications devices) are permitted within the Facility and during the pit lane walkabout unless otherwise advised, provided that any Recording, Data or Image of the Event that is recorded, stored and/or created thereon is used only for the personal and private enjoyment of the Client creating the Recording, Data or Image (which does not include use in social media);
- iii. the use of any such Recording, Data or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for the non-commercial use, private and personal enjoyment of the Client (which does not include use in social media)) without the prior written consent of FOWC or FOM, is strictly forbidden and shall constitute a breach of these Terms and Conditions for which the Client may be liable;



- iv. 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 of the Event that is created and/or recorded by the Client;
- (d) FOHES reserves the right (exercisable in its absolute discretion) not to allow personal electronic devices to be taken into or used at or within the Facility or during any pit walkabout;
- (e) By purchasing a Ticket and/or by attending the relevant Event each Client:
- i. 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 and approved by FOHES, of any still or moving image taken at the Event, where such image includes any image of the Client; and
  - ii. waives its personality rights to the extent necessary to permit such use; and
  - iii. accepts the terms of the Privacy Policy set out in Clause 22 of these Terms and Conditions.
- (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 such still or moving images, referred to in Clause 8.4(e) above, to give effect to the same.

## 8.5 Liability for loss or damage to Property

The Client acknowledges and accepts that:

- (a) any property brought into the Facility or the Paddock Club™ Parking Area 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 to, howsoever caused (including without limitation any loss or damage caused by fire or theft), any property of the Client or any property within the possession of the Client which is lost or damaged within the Facility or the Paddock Club™ Parking Area.

## 8.6 Additional Security Precautions

For reasons of security and safety, FOHES reserves the right in its discretion to 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 relevant Event.

## 8.7 Tickets Are Not Transferable

After entry to the Facility on a particular day, Tickets are not transferable for that day.

## 8.8 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 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 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 the Facility under this clause 8.8, FOHES may (in its absolute discretion) issue a partial or full refund of the cost of that Ticket to the Purchaser, in which case neither FOHES nor any person operating the Facility or any aspect of the Facility shall have any further obligation to the Client in respect of the Client's use or non-use of the Facility on the day in question.

## 8.9 Smoking

At any Event FOHES may, subject to applicable laws, designate one or more areas within the Facility at that 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. This is a fundamental condition.

## 9. No on-selling

The Client shall not sell, offer to sell, on-sell, exchange for fee, reward or other valuable consideration, assign, sublet, encumber, licence, sub-licence, 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 (exercisable in its absolute discretion) and which may include such conditions as FOHES thinks fit. This is a fundamental condition.

## 10. Breach

### 10.1 Default

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

- (a) that Client shall be deemed to have forfeited its rights but not its obligations under these Terms and Conditions;
- (b) FOHES will be free to cancel or re-sell any Ticket(s) held by the Client who is in default;

- (c) 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
- (d) the forfeit of any monies pursuant to Clause 10.1(a) shall not preclude any other rights which FOHES may have under these Terms and Conditions.

## 10.2 Refund of Monies to Purchaser

Without prejudice to any liability of FOHES for death or personal injury caused by FOHES's negligence, if FOHES does not operate the Facility, or no motor car race is held at the relevant circuit during the Event Period, and the Purchaser does not use or receive any benefit whatsoever from the Facility and services contemplated by these Terms and Conditions during that Event Period, then, upon the giving of notice by FOHES to the Purchaser, FOHES may (in its absolute discretion) elect to refund a percentage of the amount of the Total Fee received by FOHES from the Purchaser provided that the amount of such percentage, if any at all, shall be determined by FOHES (in its absolute discretion). Notwithstanding the foregoing, FOHES shall have no liability or obligation to the Purchaser in respect of the Facility or the relevant Event as a result of the Facility not being operated or no motor car race being held and FOHES shall be released and discharged by the Purchaser from all claims and damages of any kind.

## 11. Hospitality Passes / Service Passes (Working Access)

- (a) Tickets or passes which are issued by FOHES and marked with the words "Hospitality" ("**Hospitality Pass**") or "Service" ("**Service Pass**") are (subject to Clause 11(b) below) not transferable and are issued by FOHES (in its absolute discretion) solely for the purpose of permitting the holder of such a pass working access to and around areas within the relevant Event specified by FOHES, on such conditions as FOHES may determine from time to time including, without limitation:
  - i. payment of a fee determined by FOHES; and
  - ii. on the condition that the holder of the pass agrees not to access or remain in general admission areas, grandstands, the pit walkabout areas, hospitality areas or any restricted area, except as is strictly necessary to fulfil the purpose for which the pass was issued.
- (b) FOHES reserves the right (exercisable in its absolute discretion) to issue one or more Hospitality Passes and/or Service Passes which are transferable for a particular Event between persons specified or approved by FOHES subject to such conditions as FOHES may (exercisable in its absolute discretion) determine.

- (c) Food and drink may not be consumed in the Formula One Paddock Club™ by holders of Hospitality or Service Passes without the prior written permission of FOHES who shall be entitled to charge such sum as it sees fit.
- (d) One Hospitality Pass or Service Pass will be issued by FOHES to the Client per 25 Tickets booked by the Client (whether achieved by way of coded permanent pass or by the issue of a specific Hospitality Pass or Service Pass).
- (e) FOHES reserves the right (exercisable in its absolute discretion) to issue additional Hospitality Passes or Service Passes or to code any permanent pass, and if so, to impose such conditions as it deems necessary.
- (f) FOHES reserves the right to issue additional terms and conditions which shall apply to conduct or behaviour of persons holding Hospitality Passes or Service Passes at an Event and/or to the conditions of issue of such passes.
- (g) In addition to the fulfilment of the obligations under this Clause 11, holders of Hospitality Passes or Service Passes shall comply in all respects with these Terms and Conditions as if they were a Client.

## 12. Parking

- (a) For any 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. Subject to prevailing weather conditions, the Paddock Club™ Parking Area will be open from 07h00 to 19h00 during the three days of an Event unless otherwise determined by FOHES. Paddock Club™ Parking Tickets are issued by FOHES (in its absolute discretion) on such conditions as FOHES may determine from time to time. Purely as an indicative guide, the ratio used by FOHES is 1 Paddock Club™ Parking Ticket per 3 Tickets (for the same day) (or in Monaco 1 Paddock Club™ Parking Ticket per 5 Tickets (for the same day)). Additional charges will apply for any additional Paddock Club™ Parking Tickets approved by FOHES outside this ratio.
- (b) 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 relevant Event for the relevant day.

## 13. Dress/Etiquette/No Pets

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 inappropriately or not complying with these Terms and Conditions. With the exception of assistance animals, no animals are permitted within the Facility.

#### 14. Amendment/Consents

No amendment or variation of these Terms and Conditions is valid or binding on a party unless made or confirmed by FOHES 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. Special Conditions

- (a) FOHES reserves the right to require at any time that each Client wishing to participate in any pit walkabout shall sign a waiver and release of liability as a condition of being granted access to the pit lane walkabout (and/or such other areas within the circuit as specified by FOHES).
- (b) FOHES reserves the right to amend and/or issue additional terms and conditions which shall apply to Clients at an Event and/or to the conditions of sale of any Ticket in respect of such Event and/or cancellation or refunds if applicable.
- (c) The Client hereby grants to FOHES 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 during the relevant Event and in any advertising and promotional material relating to the Facility.

#### 17. 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.

#### 18. 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.

### 19. Third Party Rights

The FIA, FOWC, FOM, FOML and the promoter of the relevant Event may enforce the terms of Clauses 6(a), 6(b), 8.2 and 8.4 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

### 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 English courts for the purpose of enforcing any claim or dispute arising hereunder.

### 21. Authorised Sellers

- (a) It shall be the responsibility of any Seller representing or holding itself out as an Authorised Seller to verify with FOHES that it is in fact an Authorised Seller.
- (b) Authorised Sellers are independent entities and are not agents of FOHES and have no authority to bind or commit FOHES or otherwise act on FOHES's behalf and FOHES shall have no responsibility or liability in respect of any representations or statements made by Authorised Sellers whether in relation to any Event, the Facility at the relevant Event, these Terms and Conditions or otherwise in respect of any acts or omissions of Authorised Sellers.

### 22. Privacy Policy

In this policy, "we" and "our" means FOHES and "you" and "your" means Client.

We are committed to protecting and respecting your privacy.

#### Consent

Your purchase of a Ticket and your attendance at the relevant Event signifies your consent to our collecting and using personal information about you in accordance with this Privacy Policy.

#### What information do we collect?

In the course of buying or using a Ticket we will acquire certain personal information from you from written information given to us by you, by an Authorised Seller or by the person buying the Ticket on your behalf. We may for example, keep a record of your name, mailing address, email address,

telephone number, gender and preferences. You consent to the provision of such data to us from any person who buys a Ticket on your behalf or from an Authorised Seller.

### How do we use your information?

Any personal data relating to you will be used and recorded by us in accordance with current data protection legislation and this Privacy Policy. We may use your personal information to communicate with you, such as to let you know about new features or offerings from the Formula One Paddock Club™, for record keeping purposes, and in aggregate (and therefore anonymously) for market research and promotional purposes, to publish trends and/or to improve quality and content of the Formula One Paddock Club™ and for any other purpose that we may notify to you from time to time.

We may also operate a mailing list to send you Formula One Paddock Club™ related news. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

Any mailing list that we keep will have an 'opt out' facility whereby subscribers can ask not to be contacted in future. We do not 'spam' and we currently do not share, licence or sell e-mail addresses.

We reserve the right to disclose your personal information to our group companies, suppliers and service providers, anyone who may take over the running of our business or who may purchase any or all of our assets including your personal information. We also reserve the right to disclose your personal information to any law enforcement agency requesting it in connection with the commission of any offence, once we are reasonably satisfied as to the circumstances surrounding the request and to access and disclose your personal information in order to comply with applicable laws and lawful government requests, to operate our business properly. Except as expressly stated in this Privacy Policy, we will not sell, share, trade or licence your personal information to others without your express consent.

### Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our group companies or service suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. Any payment transactions will be encrypted. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### Security

We take every precaution to protect your personal information. In addition, we have strict security protocols in place to protect our customer database from unauthorised access, improper use or disclosure, unauthorised modification, and unlawful destruction or accidental loss. We only allow access to the customer database when absolutely necessary, and then under strict guidelines as to what use may be made of such details. We may ask you for proof of identity before disclosing any personal information to you.

### Surveys

We always aim to improve the services we offer. As a result we may occasionally canvass our customers using surveys. Participation in surveys is voluntary, and you are under no obligation to reply to any survey you might receive from us. Should you choose to do so, we will treat the information you provide with the same high standard of care as all other customer information.

### Competitions

Your purchase of a Ticket or attendance at an Event may mean that we occasionally contact you with the opportunity to enter competitions. Entry to competitions is voluntary, and you are under no obligation to take up an invitation from us to enter. Should you choose to enter a competition, we will treat the information you provide with the same high standard of care as all other customer information.

### Unsubscribe

You may request that your personal information is not used for competitions, surveys or marketing purposes. This is called unsubscribing, and may be achieved by any of the following methods: Email us at [info@formulaonepaddockclub.com](mailto:info@formulaonepaddockclub.com) or telephone us on: +41 22 929 5262.

### Correcting and Updating Personal Information

If your personal information changes, or if you believe that the personal data we hold about you is incorrect, you may ask us to correct or update the personal information held by us by sending an email to [info@formulaonepaddockclub.com](mailto:info@formulaonepaddockclub.com).

### Notification of Changes

We may occasionally modify our Privacy Policy, and when this happens, we will notify you via email, SMS or by any other reasonable method of communication.

### Privacy Support

If you have any enquiry or concern about our privacy policy, please email us at [info@formulaonepaddockclub.com](mailto:info@formulaonepaddockclub.com).