

2013 FORMULA ONE PADDOCK CLUBTM

STANDARD TERMS & CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise:

"ASM" means Allsport Management S.A. of World Trade Center I, P.O. Box 51, 1215 Geneva 15, Switzerland, its successors and permitted assigns;

"Alternative Facility" means any alternative hospitality facility at the Event that ASM makes available to the Client or any Guest in the circumstances described in clause 4.3;

"Authorised Seller" means a person who has been authorized in writing by ASM to sell Tickets in respect of any 2013 Event;

"Booking" means an order for Tickets which has been accepted by ASM on an Order Confirmation or on another form of written document acceptable to ASM;

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

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

"Event" means a round of the 2013 FIA Formula One World ChampionshipTM or part thereof (including days on which practice, qualifying and any support races take place) other than in Australia, Brazil and Singapore;

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

"Facility" means the Formula One Paddock ClubTM (or the "Paddock ClubTM" as it is sometimes known) referred to in the Website;

"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;

"Friday Ticket" shall mean a Ticket valid for the Opening Hours on the Friday of an Event;

"Guest" means the Client and/or any guest, invitee, employee, officer, representative, agent or contractor of the Client who attends the Facility or has a Ticket;

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

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

"Paddock ClubTM Parking Ticket" means a parking ticket or sticker issued to members of the Guest at the discretion of ASM permitting parking in a Paddock ClubTM Parking Area;

"Paddock ClubTM Parking Area" means a dedicated parking area allocated by ASM (or by the promoter) at an Event for use by members of the Guest who hold Paddock ClubTM Parking Tickets;

"Purchaser" means the Client or an Authorised Seller in its capacity at purchaser of the tickets, as the case may be;

"Registration Form" means a written application for Tickets on a standard ASM application form (or on such other document as may be acceptable to ASM from time to time);

"Saturday Ticket" shall mean a Ticket valid for the Opening Hours on the Saturday of an Event;

"Seller" shall mean ASM or an Authorised Seller in its capacity at seller of the tickets, as the case may be;

"Sunday Ticket" shall mean a Ticket valid for the Opening Hours on the Sunday of an Event;

“**Terms and Conditions**” or “**2013 Standard Terms and Conditions**” means these Formula One Paddock Club™ standard terms and conditions;

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

“**Total Fee**” means the total fee advised by the Seller on an Order Confirmation (or otherwise) as being payable by the Client for the Tickets plus VAT or any other applicable taxes.

“**Website**” means the website www.formulaonepaddockclub.com or at such other web address or URL used by ASM from time to time in relation to the Formula One Paddock Club™;

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 ASM and the Client for the purchase 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. Where obligations contained in these Terms and Conditions are expressed to apply to a Guest, the Client is obliged to procure that the Guest complies with these obligations.

2.2 ASM Reservation of Rights

Notwithstanding anything elsewhere contained in these Terms and Conditions, ASM reserves the right exercisable in its absolute discretion without giving reasons therefore 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

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 ("Deposit") of 25% payable by such date as the Seller shall advise the Client and time shall be of the essence.

3.2 Issue of Tickets

ASM 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 ASM from the Purchaser in cleared funds no later than the dates specified by ASM and time shall be of the essence in that regard. If only part payment of the Total Fee is received by ASM, ASM may, 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 ASM for the balance of the Total Fee.

3.3 Ticket Collection

ASM 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 ASM.

3.4 Additional Tickets Ordered During an Event

Additional requests to purchase Tickets during an Event may be accepted by ASM in its absolute discretion and subject to such conditions as ASM may advise and which conditions may include immediate payment in a form acceptable to ASM and by such payment procedure as ASM may advise. Payment for all such additional requests will be subject to VAT or any other applicable tax.

3.5 Cancellation

- (a) ASM 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 ASM in its discretion.

- (c) No changes to a Registration Form or cancellation of a Ticket application or exchange of any Ticket will be permitted, except as authorised by ASM from time to time.
- (d) ASM may, in its discretion, refuse to accept Registration Forms or Ticket applications and/or cancel Ticket orders from anyone it believes plans to offer a Ticket for resale otherwise than in accordance with these Terms and Conditions.
- (e) Saturday Tickets and Sunday Tickets may only be purchased together as a pair.
- (f) A Friday Ticket will only be sold to a Client if a corresponding Saturday Ticket and Sunday Ticket have been sold to the same Client.
- (g) By requesting cancellation of a Saturday and Sunday Ticket, the Client shall be deemed to have requested cancellation of any corresponding Friday Ticket.

3.6 ASM to Provide Tickets

Subject to these Terms and Conditions, ASM 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 ASM exercisable in its absolute discretion. Subject to Clause 10.2, in the event that the Seller advises the Client that it is unable (or there is not sufficient space or availability) to provide the Client with the number of Tickets to the Facility for which payment of the Total Fee has been made, the Seller shall, within 60 days of the Seller advising the Client, refund to the Client an amount equal to the price paid by the Client for such number of the Tickets as ASM does not provide and ASM shall have no further liability or obligation in respect of such Tickets.

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 ASM (exercisable in its discretion). The Client is liable for and must indemnify ASM against any and all costs and expenses howsoever incurred in relation to any alterations or additions requested by the Guest.
- (b) Where the Client is permitted use of a dedicated area within the Facility (as determined by ASM), 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 ASM and 2) the Guest 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 ASM.
- (c) Unless otherwise agreed in writing between the Client and ASM the Client is fully responsible and liable for transporting all decorating/theming materials and other property belonging to the Guest and for any damage caused within the Facility by such materials or property.
- (d) The Client is liable for and hereby agrees to indemnify ASM from and against any claim, loss (including without limitation, indirect loss, consequential loss or loss of profit), damage, cost or expense arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling or removal of such materials and property.

4.2 Nature and Location of the Facility/Grandstand Seats

ASM 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) ASM may provide grandstand seating (if at all) and if grandstand seating is provided by ASM, to also determine in ASM's absolute discretion the type and position of any grandstand seating so provided.

4.3 Availability of the Facility

If in respect of any Event:

- (a) ASM does not build or use the Facility for any reason; or,
- (b) ASM is unable to obtain or maintain rights to use the Facility,

then ASM may in its absolute discretion provide an Alternative Facility but (subject to clause 10.2 and without prejudice to ASM's liability for death or personal injury caused by ASM's negligence) shall not in any event be liable to the Client and/or any Guest and the Client hereby releases and discharges and shall procure that any Guest releases and discharges ASM against any damages, loss (including, without limitation, any indirect loss, consequential loss or loss of profit), costs and expenses that may be suffered by it as a result of ASM failing to provide the Facility or an Alternative Facility.

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

- (a) Except with ASM's prior written consent or as otherwise provided for in Clause 4.1(b), the Client shall procure that any Guest 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 procure that the Guest shall not, without the prior written consent of ASM exercisable in its discretion use for any advertising, promotional or commercial purposes (including without limitation prizes, competitions, contests or sweepstakes) (in any media) 1) the name of ASM 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 1) any Guest or its activities are connected to or endorsed by the Formula One Paddock Club™, the Paddock Club™ or ASM or 2) that any Guest is a sponsor of or supplier to the relevant Event or the Facility or in some other way connected to ASM, that Event or the Facility.

6. Restrictions on Use of Names and Logos

- 6.1 The Client shall procure that no Guest shall 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 ASM or by any third party except with the prior written consent of ASM, FOWC, FOM or the relevant owner or licensee of such trade mark or other intellectual property right.
- 6.2 The Client shall procure that no Guest shall 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 ASM first being obtained exercisable in ASM's discretion. This is a fundamental term.

7. Catering

The Client agrees that ASM is the only person 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 in its absolute discretion thinks fit to provide such catering, food and beverage services (or part thereof). The Client shall procure that no Guest shall bring food or beverages of any description into the Facility without the prior written consent of ASM in its absolute discretion.

8. Client Obligations and Acknowledgements

8.1 Display of Tickets

The Client shall and shall procure that each Guest 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 ASM) wear a corresponding wristband at the Event and at all times upon entry to and whilst within the Facility and in any area of the Event where the Ticket permits access. ASM and/or its representatives reserve the right to refuse entry to the Facility to any Guest 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 ASM 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, and shall ensure compliance by each Guest with:

- (a) any security arrangements, directions or notices displayed or given by officers, employees or agents of or persons authorised by FIA, FOWC, FOM, ASM 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 Guest(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, Beta Prema (UK) Limited ("BPR") and the promoter of the relevant Event) having jurisdiction over the activities of ASM, the Event and/or the use or occupancy of the Facility.

8.3 Under 18 year old Patrons

Without prejudice to Clause 8.1, the Client shall ensure that any Guest who is under 18 years of age is accompanied and supervised at all times by an adult who must also hold a Ticket. Notwithstanding the foregoing, ASM reserves the right not to admit to the Facility at any Event (or sell Tickets for use by) any person seven (7) years of age or under.

8.4 Client Liability

The Client shall be responsible for and shall indemnify ASM against any loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses arising out of any act or omission of any Guest at or in connection with the relevant Event or arising out of any failure to comply with these Terms and Conditions save for death or personal injury caused by ASM's negligence.

8.5 Client Acknowledgments

The Client acknowledges and accepts and shall procure that each Guest 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 each Guest is entirely at their own risk;
- b) the Client, to the fullest extent permitted by law hereby:
 - i) excludes, releases and forever discharges ASM, 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, BPR 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 any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses (whether arising under statute, from negligence, personal injury, death, loss or damage to property, infringement of third party rights or otherwise) arising from or connected with the Event including without limitation any occurrence of fire or theft; and
 - ii) indemnifies and agrees to keep indemnified 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 of any Guest, 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 8.5(e), it is a condition of admission to the relevant Event that each Guest agrees that:
 - i) notwithstanding Clause 8.5(c)(ii), no Guest shall make, create, store, record or transmit any kind of sound recording or visual or audio-visual footage ("Recording") 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 each Guest is 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 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 and any image, including photographic images and any still pictures derived or capable of being derived from a Recording ("Image") of the Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only;
 - 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 enjoyment of the Guest) 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 Guest may be liable;
 - iv) upon the request of ASM, FOWC or FOM, the Client or any Guest (as applicable) shall assign to FOWC in writing (or procure the assignment 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 or any Guest;
- d) ASM reserves the right in its 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 Guest will be deemed to have:
 - i) consented to the use by ASM, BPR, FOWC, FOM (and by any third party approved by ASM, BPR, 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 ASM, of any still or moving image taken at the Event, where such image includes any image of the Guest; and
 - ii) obtained the specific consent of the Guest to the use by ASM, BPR, FOWC, FOM (and any third party approved by them) for the purposes contemplated in Clause 8.5(e)(i) above, where any such image includes an image of the Guest; and
 - iii) waived its personality rights to the extent necessary to permit such use and, where appropriate, to have procured the waiver by the Guest of any personality or privacy rights to which such person would otherwise have been entitled; and
 - iv) accepted 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 ASM 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 8.5(e) above, to give effect to the same and shall procure that any Guest shall provide an equivalent power of attorney to ASM if requested by ASM to do so.
- (g) Warning: People with a pacemaker should contact security officials for assistance before approaching the electronic Formula One Paddock Club™ gates.

8.6 Liability for loss or damage to Property

The Client acknowledges and accepts and shall ensure that it advises the Guest that:

- (a) any property brought into the Facility, any Alternative Facility or the Paddock Club™ Parking Area by the Client or any Guest (or at the Client's or the Guest's direction) shall be at its own risk; and
- (b) ASM 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 the Guest or any property within the possession of the Client or the Guest which is lost or damaged within the Facility, any Alternative Facility or the Paddock Club™ Parking Area."

8.7 Additional Security Precautions

For reasons of security and safety, ASM reserves the right in its discretion:

- (a) to refuse suitcases, bags, electronic equipment, food, beverages and/or other items being brought in to the Facility (or in to any area under the control of ASM) whether before, during or after the relevant Event; and
- (b) 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.

8.8 Tickets Are Not Transferable

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

8.9 Right to refuse Entry

- (a) ASM (or any person operating the Facility or any aspect of the Facility for ASM) may refuse entry to the Facility to a Guest where ASM (or such person) regards it as necessary or appropriate to do so on grounds of health, safety, security or public order or where ASM or such person believes that the admission of that Guest would be materially prejudicial to any other person's enjoyment of the Facility.
- (b) Where a Guest in possession of a valid Ticket is refused entry to the Facility under this clause 8.9, the Purchaser of that Ticket shall be entitled to a full refund of the cost of that Ticket and neither ASM nor any person operating the Facility or any aspect of the Facility shall have any further obligation to the Client or that Guest in respect of the Guest's use or non-use of the Facility on the day in question.

8.10 Smoking

At any Event ASM may, subject to applicable laws, designate one or more areas within the Facility at that Event as a smoking area. Smoking is not permitted anywhere in the Facility outside a designated smoking area. If there is no area designated and clearly marked by ASM as a smoking area, smoking is not permitted anywhere in the Facility without the prior written consent of ASM exercisable in its discretion. This is a fundamental condition.

9. No on-selling

The Client shall not (and shall procure that each Guest 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 ASM which consent shall be exercisable in its absolute discretion and which may include such conditions as ASM thinks fit. This is a fundamental condition.

10. Breach

10.1 Default

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

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

- (c) ASM shall be entitled to demand that the Client unconditionally and irrevocably constitutes and appoints ASM as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements of the Guest who is in default; and
- (d) the forfeit of any monies pursuant to Clause 10.1(a) shall not preclude any other rights which ASM may have under these Terms and Conditions.

10.2 Refund of Monies to Client

Without prejudice to any liability of ASM for death or personal injury caused by ASM's negligence, if ASM does not operate the Facility or an Alternative Facility, or no motor car race is held at the relevant circuit during the Event Period, and neither the Client nor a Guest uses or receives 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 ASM to the Client, ASM may, in its discretion, elect to refund to the Purchaser a percentage of the amount of the Total Fee received by ASM from the Purchaser provided that the amount of such percentage, if any at all, shall be determined by ASM in its discretion. Notwithstanding the foregoing, ASM 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 ASM 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 ASM and marked with the words "Hospitality" ("Hospitality Pass") or "Service" ("Service Pass") are (subject to Clause 11(b) below) not transferable and are issued at the discretion of ASM solely for the purpose of permitting the holder of such a pass working access to and around areas within the relevant Event specified by ASM, on such conditions as ASM may determine from time to time including, without limitation:
 - i) payment of a fee determined by ASM; 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) ASM reserves the right at its 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 ASM subject to such conditions as ASM may in its 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 ASM who shall be entitled to charge such sum as it sees fit.
- (d) One Hospitality Pass or Service Pass will be issued by ASM 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) ASM reserves the right in its 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) ASM 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 their 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 and/or a Guest.

12. Parking

- (a) For any Event, Paddock Club™ Parking Tickets are issued at the discretion of ASM. ASM 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 ASM. Paddock Club™ Parking Tickets are issued at the discretion of ASM on such conditions as ASM may determine from time to time. Purely as an indicative guide, the ratio used by ASM 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 ASM outside this ratio.
- (b) Tickets or passes issued by ASM and marked "Chauffeur" pass are not transferable and are issued solely at the discretion of ASM 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

Smart casual attire is recommended to all Guests. Any Guest wearing jogging suits or beach wear, including any person under 18 years old, will be refused entry to the Facility. ASM reserves the right to refuse or restrict entry to the Facility, and may request the departure from the Facility of any person not complying with these Terms and Conditions. The Client is responsible for the good behaviour of each Guest. Animals are not 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 ASM in writing.

15. No Waiver

No failure by ASM to exercise or any delay in exercising any right, power or remedy by ASM 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) ASM reserves the right to require at any time that each and any person 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 ASM).
- (b) ASM reserves the right to issue additional terms and conditions which shall apply to the conduct or behaviour of persons using the Facility 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 ASM the right exercisable in its discretion to reproduce and use the name and/or logo of any Guest 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 ASM's liability for death or personal injury caused by its negligence.

18. Assignment

ASM 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, BPR and the promoter of the relevant Event may enforce the terms of Clauses 6.1, 6.2, 8.2 and 8.5 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 [non]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 the Client and/or any Guest to verify with ASM that any person representing or holding itself out as an Authorised Seller is in fact an Authorised Seller.

(b) Authorised Sellers are independent entities and are not agents of ASM and have no authority to bind or commit ASM or otherwise act on ASM's behalf and ASM 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 ASM and "you" and "your" means Client or Guest.

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 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.

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.