

TERMS & CONDITIONS

FORMULA 1 GRAND PRIX DU CANADA 2020

The promoter of the FORMULA 1 GRAND PRIX DU CANADA 2020 is Octane Racing Group Inc. ("ORG")

TICKETS, PASSES AND HOSPITALITY SUITES

1. **Ticket or Pass**

Any ticket or pass which is falsified, modified or mutilated is void. Tickets to the Event are strictly non transferable and not for resale.

One (1) child aged 11 and under if accompanied by an adult holding a General Admission ticket will be admitted free of charge as a General Admission spectator. A proof of age may be required.

2. **Inconsistency**

In the event that there is any inconsistency between a provision of these Terms and Conditions and a provision in the corporate brochure or reservation form (if applicable), the provision herein contained will prevail.

The representation of the Event site, including the circuit, grandstands, corporate suites, giant screens as well as any other element related to the Event, as it appears on any ticket, pass, corporate brochure or on the Event's official website, may not be complete and should be used for reference purposes only.

In the present provisions as well as in any other provision contained in the corporate brochure or in the reservation form, the expression "Hospitality Suites" shall be interpreted and understood as including the different Suites or Villas, including, without limiting the generality of the foregoing, the Elite Suites & Restaurant, Podium Suites & Club, Senna Club, Privilege 12, Platine Chalet, Tundra, Wall of Champions and any other similar locations existing or to be implemented by Octane Racing Group Inc. ('ORG') or any other person designated by it.

3. **Cancellation**

ORG reserves the right to cancel the event with no obligation other than to refund the price of the unused portion of the ticket or pass, only upon presentation of such ticket or pass.

No refund shall be made, in whole or in part, of the price of a ticket or pass nor any exchange of a ticket or pass for any reason, including any defect to the giant screens, displacement of grandstands, corporate suites or any other circumstance, other than the cancellation of the Event before its scheduled presentation. Service charges are non refundable.

4. **The following items are forbidden on the Event site**

- Alcoholic beverage purchased off-site;
- Glass items;
- Coolers and bags larger than the following dimensions:

Height: 22.8 cm (9 in)

Length: 45.7 cm (18 in)

Depth: 25.4 cm (10 in)

- Ladders/stepladders;

- Firearms, bladed weapons and any other dangerous object;
- Parasols and other structures which may block other spectators' view and/or constitute a threat to their safety;
- Barbecues;
- Electrical equipment that requires using a generator;
- Drones;
- Animals (except guide and service dogs).

The organizers reserve the right to ban any object of material which they deem to be hazardous.

5. Alterations to a Corporate Suite

No additions or alterations to a Hospitality Suite nor any use of a Hospitality Suite other than the use outlined by the Agreement will be permitted without the prior written consent of ORG. The Client will be liable for, and shall indemnify ORG and/or any other Beneficiary (hereinafter defined) against, any and all costs relating to any such additions or alterations, including any costs incurred by ORG.

6. Recording/Filming

Ticket holders must not make, create, store, record or transmit any kind of sound recording, visual footage 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. It is forbidden to take into the Event site any equipment that may enable the ticket holder to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other handheld personal communications devices) are permitted within the Event site 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.

7. Undertaking

The use of the ticket or pass shall constitute for the holder:

1. an acceptance and agreement that (i) 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 private enjoyment) without the prior written consent of Formula One World Championship Limited (FOWC) is strictly forbidden and will constitute a breach of these terms and conditions for which the ticket holder may be liable; (ii) on request by ORG or FOWC, the ticket holder shall assign to FOWC in writing the copyright and all other intellectual property in any Image or Recording that the ticket holder creates, makes, stores or records of, at or in relation to the Event and (iii) the ticket holder consents to the use by FOWC (and by any third party authorized by FOWC from time to time) 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 FOWC of any still or moving picture images taken at the Event where such image includes any image of the ticket holder, the ticket holder's voice or likeness and the ticket holder waives any and all of his/her personality and privacy rights to the extent necessary to permit such use.
2. an acknowledgement that motor racing, the Event and certain activities associated therewith (including without limitation, support events) are dangerous and an acceptance of the inherent and incidental risks of attending the Event;
3. an exoneration to the maximum extent permitted by law in favour of ORG, the partners of ORG, any company related or affiliated with ORG as well as their respective shareholders, directors, employees, representatives and agents (individually a "Beneficiary"), sanctioning

bodies, FIA, FOWC and its affiliates including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited, Formula One Marketing Limited, persons involved in the organisation of 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), from any liability for any loss, damage or injury howsoever caused which may arise on the site of the Event, whether it is before, during or after the Event and a waiver of any recourse in this regard;

4. an undertaking to adhere to safe, prudent and respectful behaviour and to observe all security regulations and instructions established or posted on the site or given by the officials and an undertaking not to bring on the Event site any dangerous items, failing which he/she shall be subject to expulsion with no refund;
5. an acceptance by every person other than a consumer as defined in the Consumer Protection Act (R.S.Q., chapter 40.1) that any claim or other dispute between the buyer, the user or any other holder of a ticket or pass and ORG and/or any other Beneficiary, regarding such ticket or pass, the Event, its running and/or the fact of attending it, shall be submitted to arbitration, excluding any judicial court, which arbitration shall take place in the province of Québec and be governed by the applicable laws in Québec, on an individual and not a collective basis, before a single arbitrator whose decision shall be final and without appeal and will be binding between both parties; and
6. a renunciation by every person other than a consumer as defined in the Consumer Protection Act (R.S.Q., chapter 40.1) to the right to participate to any class action that could be aimed against ORG and/or any other Beneficiary;

8. **Location of a Corporate Suite**

ORG reserves the right to determine, in its absolute discretion, the final location of the facilities at the Event including, without limitation, the positioning of the different components of the Hospitality Suite.

9. **No advertising or promotion** No advertising or promotion whatsoever by the Client will be permitted in relation to the different components of the Hospitality Suite or the Event, including, without limitation, any corporate advertising sign or corporate identification within or outside the Hospitality Suite, without the prior written consent of ORG; Tickets to the Event are strictly non transferable and not for resale. Tickets or passes to the Event, a grandstand, a Corporate Suite, a Villa or any of the different components of the Hospitality Suite cannot be resold or offered for sale for any form of fee or reward without the prior written consent of ORG first being obtained and without complying with these terms and conditions in all respects. Tickets and passes for the Event may not be used for advertising, promotional or commercial purposes including without limitation, prizes, competitions, publicity contests or lotteries (sweepstakes) or packaged with hospitality or other products without the prior written consent of FOWC and ORG first being obtained. ORG reserves the right to refuse admission to (or eject from) the Event site any person (a) not complying with these terms and conditions; (b) not in possession of a valid ticket; (c) who is in possession of a ticket which has been sold or used other than in compliance with these terms and conditions; or (d) on grounds of health, safety, security or maintaining good public order.

No person may use the name of the Event or part thereof (nor any abbreviation or foreign language version thereof) nor any logo or graphic device of or relating to the Event for any commercial purpose whatsoever without the prior written consent of FOWC first being obtained exercisable in FOWC's discretion. The Client must not advertise or promote its activities using the ORG name or any event promoted by ORG, in any way that connects the event to the Client such that it implies or gives the impression that the Client or the Client's activities are endorsed or sanctioned by ORG or that the Client is a sponsor or partner, or is in some other way connected to ORG or the Event.

10. Intellectual Property

Nothing in these Terms and Conditions gives any right or entitlement or use of logos or trade-marks or other intellectual properties related to The F1 FORMULA 1 logo, FORMULA 1, F1, FIA FORMULA ONE WORLD CHAMPIONSHIP, GRAND PRIX DU CANADA and related marks are trade marks of Formula One Licensing BV, a Formula One group company. All rights reserved.

11. Catering

The Client acknowledges and accepts that ORG has the sole rights in respect of choosing all catering, food and beverage services for the Hospitality Suites for the Event and may appoint, from time to time, such persons or organisations as it may see fit, in its absolute discretion.

12. Persons under 18 years of age

The Client of a Hospitality Suite must ensure that any guest, employee or agent who is under 18 years of age is accompanied and supervised at all times by his or her parent or guardian.

13. Smoking Policy

The Client agrees to comply, and use its best endeavours to ensure that all persons using the facilities complies with the smoking policy implemented by ORG in respect of the Hospitality Suites (as revised from time to time). ORG will install within the Hospitality Suites the appropriate signage in respect to the requirements outlined within the smoking policy.

14. Default of Client

If any of the payment terms specified in the reservation form are not met by the Client, or if the Client commits any breach of the present Terms and Conditions or of the Agreement with ORG, ORG may terminate the Agreement by giving seven (7) days notice to the Client. In the event that ORG issues a notice referred to in this Clause, the Client is required to remedy to ORG's satisfaction the breach before the expiry of the Notice, failing which the Agreement will terminate upon the expiration of the seven (7) days notice. The Client agrees in advance that upon termination:

0. The Client will forfeit all monies paid to ORG prior to termination;
1. ORG will be free to enter into an agreement with any third party covering any or all of the rights, benefits and entitlements under the cancelled Agreement;
2. The forfeit of any monies pursuant to paragraph a) and the termination of the Agreement will not preclude any other rights or recourses which ORG may have against the Client as a result of the Client's default including in particular, the right to claim the total payment of the amounts due if it had not been a termination and to claim damages for breach of the Agreement.

15. Denied entry and eviction ; no refund

Notwithstanding anything to the contrary, ORG reserves the right to refuse entry to (or evict from) the Event site, without compensation or refund, any person (a) not complying with the present terms and conditions or any rules or regulations located or broadcasted on the Event site; (b) who is in possession of a ticket or pass which has been sold or used other than in compliance with the present terms and conditions; or (c) who, in the opinion of ORG, is under the influence of drugs or alcohol, becomes uncontrollable, is disorderly, or engages in inappropriate behavior.